

# CITY OF WEST DES MOINES

## COUNCIL AGENDA

**date:** Tuesday, September 8, 2015

**time:** 5:30 P.M.

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MAYOR ..... STEVEN K. GAER  
COUNCILMEMBER AT LARGE ..... RICK MESSERSCHMIDT  
COUNCILMEMBER AT LARGE ..... JIM SANDAGER  
COUNCILMEMBER 1<sup>ST</sup> WARD ..... KEVIN L. TREVILLYAN  
COUNCILMEMBER 2<sup>ND</sup> WARD ..... JOHN MICKELSON  
COUNCILMEMBER 3<sup>RD</sup> WARD ..... RUSS TRIMBLE

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CITY MANAGER.....TOM HADDEN  
CITY ATTORNEY.....RICHARD SCIESZINSKI  
CITY CLERK.....RYAN JACOBSON

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**1. Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**

**2. Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)

**3. Mayor/Council/Manager Report/Other Entities Update**

**4. Consent Agenda**

- a. Motion - Approval of Minutes of August 24, 2015 and August 27, 2015 Meetings
- b. Motion - Approval of Bill Lists
- c. Motion - Approval of Liquor Licenses:
  - 1. Bradley's Pub, Inc., d/b/a Bradley's Pub, 1300 50<sup>th</sup> Street, Suite 203 - Class LC Liquor License with Sunday Sales - Renewal
  - 2. Cabaret West Des Moines, LLC d/b/a Cabaret, 560 Prairie View Drive, Suite 105 - Class LC Liquor License Extension of Outdoor Service - September 18-19, 2015
  - 3. KRC Partners, LLP, d/b/a Cooper's on 5th, 227 5<sup>th</sup> Street - Class LC Liquor License with Sunday Sales - Renewal
  - 4. Embassy Club West, LLC, d/b/a Embassy West - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
  - 5. G.O.C.C. Investments, LLC, d/b/a Glen Oaks Country Club, 1401 Glen Oaks Drive - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
  - 6. Fall Foods, Inc., d/b/a Godfathers Pizza, 5919 Ashworth Road - Class B Beer Permit with Sunday Sales - Renewal
  - 7. Lodge of Ashworth, Inc., d/b/a The Lodge of Ashworth Club, 909 Ashworth Road - Class LC Liquor License with Sunday Sales, Living Quarters, Outdoor Service, and Catering Privileges - Renewal

8. CY Heritage Inn of West Des Moines, LLC, d/b/a West Des Moines Courtyard Inn, 410 South 68<sup>th</sup> Street - Class LB Liquor License with Sunday Sales - Renewal
9. F & K Hagar, L.L.C. d/b/a Westport Lounge, 800 First Street, Suite C & D - Transfer Location Permanently to 1960 Grand Avenue, Suites 29-31 (effective September 20, 2015)
10. Whole Foods Market Group, Inc. d/b/a Whole Foods Market, 4100 University Avenue - Class BW Permit with Carryout Wine, Sunday Sales and Outdoor Service - Renewal
- d. Motion - Approval of Temporary Parking - Valleyfest, October 10, 2015
- e. Motion - Approval of Contract Agreement - Landscape Maintenance
- f. Motion - Approval of Amendment No. 2 to Professional Services Agreement - Pine Avenue Improvements
- g. Resolution - Order Construction:
  1. Dixie Acres Sanitary Sewer
  2. 2015 Citywide Energy Savings
- h. Resolution - Approval of Grant Application - Iowa Clean Air Attainment Program (ICAAP) - Traffic Adaptive Signal Controls on the 1<sup>st</sup> Street, 8<sup>th</sup> Street, Grand Avenue, and Railroad Avenue Corridors
- i. Resolution - Approval of Professional Services Agreements:
  1. Right-of-Way Acquisition Services
  2. Sugar Creek West Sanitary Trunk Sewer Extension - Segment 6F
- j. Resolution - Approval of Stormwater and Drainage Easement and Fiber Optic Easement - McKinney Farms, LC
- k. Resolution - Approval of Purchase Agreements and Easements:
  1. Dixie Acres Sanitary Sewer Project
  2. Maffitt Lake Road Improvements
- l. Resolution - Approval of Settlement Agreement - Jerry Keener

## 5. Old Business

- a. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) and Chapter 14 (Accessory Structures) - Amend Definitions and Accessory Structures Provisions for Convenience Stores, Fuel Pump Islands, and Island Canopies - City Initiated
  1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 6 (Commercial, Office and Industrial Use Regulations), Chapter 10 (Performance Standards), and Chapter 15 (Off-Street Parking and Loading) - Add a Definition for Breweries and Establish Zoning Districts in which the Use is Allowed and Identify Performance and Parking Standards - City Initiated
  1. Ordinance - Approval of Second, Third Readings and Final Adoption

**6. Public Hearings (5:35 p.m.)**

- a. Development Agreement, Westtown V Urban Renewal Area - Development of an Office and Conference Center - Hy-Vee, Inc. (Continued from August 10, 2015 and August 24, 2015)
  - 1. Motion - Continue Public Hearing to September 21, 2015
- b. S & F/Karp, northeast corner of South 41<sup>st</sup> Street and Mills Civic Parkway - Amend the Planned Unit Development (PUD) to Address Development Regulations - Highgates Plaza, LLC
  - 1. Ordinance - Approval of First Reading
- c. Valley View Park Basketball Courts - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  - 3. Resolution - Award Contract
- d. 2015 Sidewalk Program - Phase 1 - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  - 3. Resolution - Award Contract
- e. Maffitt Lake Road Pedestrian Underpass - City Initiated
  - 1. Resolution - Approval of Plans and Specifications
  - 2. Motion - Receive and File Report of Bids
  - 3. Resolution - Reject All Bids

**7. New Business**

- a. De Haan Plat of Survey, 1745 Glen Oaks Drive - Approval of Plat of Survey to Create One Single Family Lot - Doug De Haan
  - 1. Resolution - Approval and Release of Plat of Survey

**8. Receive, File and/or Refer**

- a. Delavan Townhomes, 2500 EP True Parkway - Amend the Beh II Planned Unit Development to Accommodate Development of 21 Attached Townhomes - Capital Homes of Iowa (Refer to Plan and Zoning Commission)
- b. Paradise Pointe, northwest corner of South 64<sup>th</sup> Street and Mills Civic Parkway - Amend the Specific Plan Language to Allow Projecting Signs within the Development - Jordan Creek Investments (Refer to Plan and Zoning Commission)
- c. 1<sup>st</sup> Street and Grand Avenue Redevelopment, southwest corner of 1<sup>st</sup> Street and Grand Avenue - Establish Planned Unit Development for Commercial Development - John Mandelbaum (Refer to Plan and Zoning Commission)

Council Agenda

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- d. Westport, 33346 V Court - Rezone Property from Unzoned to Single Family Residential - Westport Development, LLC (Refer to Plan and Zoning Commission)
- e. Lucas Casey Resignation - Civil Service Commission

**9. Other Matters**

The City of West Des Moines is pleased to provide accommodations to disabled individuals or groups and encourages their participation in city government. Should special accommodations be required please contact the Clerk's office at least 48 hours in advance, at 222-3600 to have accommodations provided.

August 24, 2015

West Des Moines City Council Proceedings  
Monday, August 24, 2015

Mayor Pro tem John Mickelson opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Monday, August 24, 2015 at 5:30 PM. Council members present were: J. Mickelson, R. Messerschmidt, J. Sandager, K. Trevillyan, and R. Trimble.

City Clerk Ryan Jacobson stated there is an amendment to Item 6(d) Amendment to City Code Regarding Breweries, as a correction has been made to the proposed Ordinance and the corrected copy has been placed on the dais.

On Item 1. Agenda. It was moved by Trimble, second by Trevillyan approve the agenda as amended.

Vote 15-356: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 2. Public Forum: No one came forward.

On Item 3. Council/Manager/Other Entities Reports:

Council member Sandager reported he attended a meeting of the Development and Planning Subcommittee and two meetings of the Metro Advisory Council.

Council member Trevillyan reported the Main Street Summit will be held this week, Wednesday through Friday, in Valley Junction.

Council member Trimble reported the Parks and Recreation Advisory Board met and discussed a proposal to allow the public to reserve park space and received updates on emerald ash borer management and the Community Center renovation project. He commended Parks and Recreation staff for working with Clive Parks and Recreation to keep Holiday Aquatic Center open through Labor Day. He reported he also attended a meeting of the Finance and Administration Subcommittee, where discussion was held on the possibility of reallocating \$345,000 of CIP dollars from the Police Department vehicle storage facility to the Law Enforcement Center renovations, pay matrix updates for the positions of IT Specialist and City Attorney, an update to the list of City depositories, and the City's electronic vendor payment process.

Council member Messerschmidt reported he attended a meeting of the Metro Advisory Council regarding the Housing Tomorrow program. He noted that although the City is addressing ash trees in the right-of-way, residents should be aware that it is the property owner's responsibility to maintain and upkeep any trees in the right-of-way. He reported he also attended a joint

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meeting of the Greater Des Moines Convention and Visitors Bureau and the Iowa State Fair Board. He also attended the Public Works Subcommittee meeting, where discussion was held on a resident request to connect to the City sewer in the Barnes Heights development, addressing drainage issues in several areas throughout the City, and procedures for sale of City property.

On Item 4. Consent Agenda.

Council members pulled Items 4(h)1 and 4(i) for discussion. It was moved by Messerschmidt, second by Trimble to approve the consent agenda as amended.

- a. Approval of Minutes of August 10, 2015 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
  - 1. Casey's Marketing Company, d/b/a Casey's General Store #2150, 2125 Grand Avenue - Class BC Beer Permit with Sunday Sales - Renewal
  - 2. Chocolate Storybook Too, d/b/a Chocolate Storybook, 1000 Grand Avenue - Class WB Wine Permit with Sunday Sales - Renewal
  - 3. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - September 9-10, 2015
  - 4. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - September 23-24, 2015
  - 5. Jethro's Bacon Bacon, Inc. d/b/a Jethro's BBQ n'Bacon Bacon, 1480 22nd Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
  - 6. Richman Enterprises, LLC, d/b/a Krueger BP, 1272 8th Street - Class BC Beer Permit - Renewal
  - 7. Sakura Sushi, Inc., d/b/a Sakura Sushi, 1960 Grand Avenue, Suite 11 - Class LC Liquor License with Sunday Sales - Renewal
  - 8. Your Private Bartender d/b/a Your Private Bartender, 1805 90th Street - Five-Day Class LC Liquor License - Effective September 11-15, 2015
- d. Acknowledgement of Alcohol Violations and Affirmative Defenses
- e. Approval to Sell Surplus City Equipment
- f. Approval of Professional Services Agreement - Woodland Hills Greenway Master Plan
- g. Approval of Official Depositories
- h. Order Construction:
  - 2. Maffitt Lake Road Pedestrian Underpass
  - 3. Valley View Park Basketball Courts
- j. Approval of Professional Services Agreement - Right-of-Way Acquisition Services
- k. Establish Public Hearing - Sugar Creek Storm Water Connection Fee District
- l. Approval of Addendum to Agreement - Grand Prairie Parkway Interchange at I-80
- m. Approval of Purchase Agreement and Easements - Dixie Acres Sanitary Sewer Project

August 24, 2015

n. Proclamation - Approval of 2015-2019 "Beggars Night"

Vote 15-357: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 4(h)1 Order Construction - 2015 Sidewalk Program - Phase 1

Council member Trimble inquired if the property owners had been made aware of the changes to the sidewalk program.

Bret Hodne, Public Works Director, responded staff had a lot of contact with the property owners and updated them of the changes to the sidewalk program, which resulted in significantly fewer repairs done by the City since many of the property owners completed the repairs themselves.

It was moved by Trimble, second by Sandager to approve Item 4(h)1 Order Construction - 2015 Sidewalk Program - Phase 1.

Vote 15-358: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 4(i) Accept Work - Alluvion 1A1 Water Main Improvement Project

Council member Trevillyan stated he will abstain on this item due to a potential conflict of interest.

It was moved by Sandager, second by Trimble to approve Item 4(i) Accept Work - Alluvion 1A1 Water Main Improvement Project.

Vote 15-359: Messerschmidt, Mickelson, Sandager, Trimble...4 yes  
Trevillyan... 1 abstain due to potential conflict of interest  
Motion carried.

On Item 5(a) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - Traffic Signals at Intersection of 65th Street and Ashworth Road, initiated by the City of West Des Moines

It was moved by Trimble, second by Messerschmidt to consider the second reading of the ordinance.

Vote 15-360: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

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The City Clerk read the preamble to the ordinance.

It was moved by Trimble, second by Messerschmidt to approve the second reading of the ordinance.

Vote 15-361: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

It was moved by Trimble, second by Messerschmidt to waive the third reading and adopt the ordinance in final form.

Vote 15-362: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(b) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 6 (Parking Regulations) - Parking Restrictions on Grass on Public Property, initiated by the City of West Des Moines

It was moved by Trimble, second by Messerschmidt to consider the second reading of the ordinance.

Vote 15-363: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trimble, second by Messerschmidt to approve the second reading of the ordinance.

Vote 15-364: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

It was moved by Trimble, second by Messerschmidt to waive the third reading and adopt the ordinance in final form.

Vote 15-365: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(c) Amendment to City Code - Title 7 (Public Ways and Property), Chapter 11 (Park Regulations) - Penalty for Illegal Parking in Parks, initiated by the City of West Des Moines

It was moved by Trevillyan, second by Trimble to consider the second reading of the ordinance.

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Vote 15-366: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trevillyan, second by Trimble to approve the second reading of the ordinance.

Vote 15-367: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

It was moved by Trevillyan, second by Trimble to waive the third reading and adopt the ordinance in final form.

Vote 15-368: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(d) East 500 feet of the South 33 feet of Ashawa - Sale and Conveyance of Property, initiated by Jon Arnold and Robin (Cosner) Arnold

It was moved by Trevillyan, second by Trimble to adopt Resolution - Approval of Sale and Conveyance Property.

Council member Sandager inquired when the sidewalk will be put in.

Jon Arnold, 200 39<sup>th</sup> Street, responded he intends to put the sidewalk in by the end of September.

Vote 15-369: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 5(e) Coachlight Drive Street Improvements - South 88th Street West, initiated by the City of West Des Moines

It was moved by Trimble, second by Sandager to approve Motion - Reschedule Public Hearing to September 21, 2015.

Vote 15-370: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(a) Development Agreement, Westown V Urban Renewal Area - Development of an Office and Conference Center, initiated by Hy-Vee, Inc. (Continued from August 10, 2015)

It was moved by Messerschmidt, second by Trimble to adopt Motion - Continue Public Hearing to September 8, 2015.

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Vote 15-371: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(b) Mayor Pro tem Mickelson indicated this was the time and place for a public hearing to consider Stagecoach Drive in Woodland Hills - Agreement for Private Development, initiated by Hubbell Realty Company (Continued from August 10, 2015). He asked for the date the notice was published and the City Clerk indicated the notice was published on July 31, 2015 in the Des Moines Register. Mayor Pro tem Mickelson asked if any written comments had been received. The City Clerk stated correspondences have been received from Dr. Wilkerson, Superintendent of the Waukee School District, and Philip Dorweiler, a resident of Edgewater Retirement Community.

Mayor Pro tem Mickelson asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Trimble, second by Messerschmidt to adopt Resolution - Approval of Agreement, with a condition that Jim Miller dedicate the necessary right-of-way at no cost to the City for the construction of South 88<sup>th</sup> Street.

Council member Trevillyan spoke in opposition to the proposed development agreement, stating he does not believe it is a proper use of taxpayer money. He noted much of the excess dirt on the site has been or will be removed for other projects, so he believes if they can continue to get rid of the dirt, the issue of the excess dirt will eventually be resolved. He also noted South 93<sup>rd</sup> was constructed to provide access to the Woodland Hills development, and he does not believe additional access is needed, especially at the expense of \$1.2 million. He believes there are higher priority CIP projects, such as EP True Parkway (west of 88<sup>th</sup> Street), Valley View Park, Ashworth Road Bridge over I-80, Mills Civic Parkway (from South Jordan Creek Parkway to Grand Prairie Parkway), South Jordan Creek Parkway (from Grand Avenue to Raccoon River Drive), and the unimproved roads in the Commerce area. He also stated if the City approves this development agreement, he believes other developers could come forward to request similar agreements for their development projects.

Council member Trimble spoke in support of the proposed development agreement, citing the following reasons: he believes the City shares some of the blame for this property's current status, this is a unique situation that would not set a precedent, this development would not occur if not for the proposed development agreement, the development would increase the assessed valuation of the City's tax base, the City could recoup the investment in 6 to 10 years, the City has protections in place in case the development does not occur as planned, the agreement would allow the City to pay off the Woodland Hills TIF sooner, the agreement would generate additional TIF revenues to benefit low and moderate income residents, and the construction of Stagecoach Drive would provide a connection from South 88<sup>th</sup> Street to Sugar Creek and beyond. He also stated he believes the City has a responsibility to clean up this last piece of the Regency mess, and he urged the Council to support this proposed development agreement.

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Council member Sandager spoke in support of the proposed development agreement, stating he calculates this development would yield an additional \$600,000 of new revenue to the City each year. He noted if the City doesn't approve this development agreement, he believes it will significantly delay development in this area.

Council member Messerschmidt spoke in support of the proposed development agreement, concurring with the benefits listed by Council member Trimble and stated he sees this as a great economic development opportunity that will also improve traffic circulation and benefit the West Des Moines community.

Council member Mickelson requested clarification on the amount of dirt that needs to be removed from the site for the proposed development project.

Joe Pietruszynski, Hubbell Realty Company, 6900 Westown Parkway, explained that initially 550,000 cubic yards of dirt needs to be exported from the site, but approximately 160,000 cubic yards are going towards nearby projects, which leaves 390,000 cubic yards remaining, which is estimated to cost approximately \$1.2 million to export off site. Therefore, the proposed development agreement is needed to make this project economically feasible for Hubbell Realty Company.

Council member Trevillyan suggested the excess dirt could be given away to contractors for projects.

Mr. Pietruszynski noted it is not easy to give away dirt.

Council member Mickelson inquired where the \$1.2 million commitment from the City in the proposed development agreement would come from.

Tim Stiles, Finance Director, responded the City has ended the last couple fiscal years with a greater surplus than budgeted, so staff recommends that the City uses general fund reserves to pay for this project. This would need to come forward in the form of a budget amendment after there is an accurate estimate for the project cost.

Vote 15-372: Messerschmidt, Mickelson, Sandager, Trimble...4 yes  
Trevillyan ... 1 no

Motion carried.

On Item 6(c) Mayor Pro tem Mickelson indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions) and Chapter 14 (Accessory Structures) - Amend Definitions and Accessory Structures Provisions for Convenience Stores, Fuel Pump Islands, and Island Canopies, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on August 11, 2015 in the Des Moines Register. Mayor

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Pro tem Mickelson asked if any written comments had been received. The City Clerk stated on a vote of 4-0, with three members absent, the Plan and Zoning Commission recommended City Council approval of the ordinance amendment.

Mayor Pro tem Mickelson asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Trimble, second by Messerschmidt to consider the first reading of the ordinance.

Vote 15-373: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trimble, second by Messerschmidt to approve the first reading of the ordinance.

Vote 15-374: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(d) Mayor Pro tem Mickelson indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 6 (Commercial, Office and Industrial Use Regulations), Chapter 10 (Performance Standards), and Chapter 15 (Off-Street Parking and Loading) - Add a Definition for Breweries and Establish Zoning Districts in which the Use is Allowed and Identify Performance and Parking Standards, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on August 11, 2015 in the Des Moines Register. Mayor Pro tem Mickelson asked if any written comments had been received. The City Clerk stated on a vote of 4-0, with three members absent, the Plan and Zoning Commission recommended City Council approval of the ordinance amendment.

Mayor Pro tem Mickelson asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Trevillyan, second by Sandager to consider the first reading of the ordinance.

Council member Trimble stated he will abstain on this item due to a potential conflict of interest, as he has an investment with Fox Brewing, LLC.

Vote 15-375: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
Trimble... 1 abstain due to potential conflict of interest  
Motion carried.

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The City Clerk read the preamble to the ordinance.

It was moved by Trevillyan, second by Messerschmidt to approve the first reading of the ordinance.

Vote 15-376: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes  
Trimble... 1 abstain due to potential conflict of interest  
Motion carried.

On Item 6(e) Mayor Pro tem Mickelson indicated this was the time and place for a public hearing to consider South 8th Street - County Line Road to White Crane Road, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on August 14, 2015 in the Des Moines Register. Mayor Pro tem Mickelson asked if any written comments had been received. The City Clerk stated none had been received.

Mayor Pro tem Mickelson asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Sandager, second by Messerschmidt to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Concrete Technologies, Inc.

Vote 15-377: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 6(f) Mayor Pro tem Mickelson indicated this was the time and place for a public hearing to consider 2014 Sidewalk Improvement Program - Phase I, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on August 14, 2015 in the Des Moines Register. Mayor Pro tem Mickelson asked if any written comments had been received. The City Clerk stated none had been received.

Mayor Pro tem Mickelson asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Sandager, second by Messerschmidt to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Coluzzi Construction, LLC.

Vote 15-378: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes  
Motion carried.

On Item 7 - New Business: no items

August 24, 2015

On Item 8(a) Valley South/Watson Center, 3320 Westown Parkway - Amend Planned Unit Development to Establish Regional Commercial Zoning and Amend Allowed Uses to Include a Brewery with Tap Room - Shoppes at Valley West, LLC - Referred to Plan and Zoning Commission

On Item 9 - Other Matters: none

The meeting was adjourned at 6:32 p.m.

Respectfully submitted,

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Ryan T. Jacobson, CMC  
City Clerk

ATTEST:

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John Mickelson, Mayor Pro tem

August 27, 2015

West Des Moines City Council Proceedings  
Thursday, August 27, 2015

Mayor Pro tem John Mickelson opened the special meeting of the City Council of West Des Moines, Iowa, in the Training Room of the West Des Moines City Hall on Thursday, August 27, 2015 at 8:24 a.m. Council members present were: J. Mickelson, J. Sandager, and R. Trimble.

On Item 1. Agenda. It was moved by Sandager, second by Trimble to approve the agenda as presented.

Vote 15-379: Mickelson, Sandager, Trimble...3 yes  
Motion carried.

On Item 2. Approval Authorizing the Construction of Public Improvements - 98th Street/SE Waco Place - Caliber Homes

It was moved by Sandager, second by Trimble to adopt Resolution - Approval Authorizing the Construction of Public Improvements - 98th Street/SE Waco Place - Caliber Homes.

Vote 15-380: Mickelson, Sandager, Trimble...3 yes  
Motion carried.

On Item 3. The Special Meeting Notice was Received and Filed.

The meeting was adjourned at 8:25 p.m.

Respectfully submitted,

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Ryan T. Jacobson, CMC  
City Clerk

ATTEST:

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John Mickelson, Mayor Pro tem

**CITY OF WEST DES MOINES**  
**CITY COUNCIL ACTION ITEM**

The following list(s) of municipal expenditures, all of which have been reviewed and authorized by the respective departments as being justified and properly due and the listing of which have been prepared by Finance departmental staff are being submitted to the City Council for approval:

|                          |                    |  |                 |
|--------------------------|--------------------|--|-----------------|
| Regular Bi-Weekly Claims | 09/03/2015         |  | \$2,541,558.76  |
|                          |                    |  | Total \$ Amount |
| EFT Claims               | 09/03/2015         |  | \$642,201.72    |
|                          |                    |  | Total \$ Amount |
| Control Pay              | 09/03/2015         |  | \$320,816.76    |
|                          |                    |  | Total \$ Amount |
| End of Month             | -0-                |  | \$-0-           |
|                          |                    |  |                 |
| Manual Check             | 09/03/2015         |  | \$164,539.59    |
|                          | Claim Listing Date |  | Total \$ Amount |

Approved by the West Des Moines City Council this 8th day of September  
2015

\_\_\_\_\_  
Tim Stiles, Finance Director

\_\_\_\_\_  
Tom Hadden, City Manager

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

Finance and Administration Committee acknowledgement of disbursement of expenditures:

\_\_\_\_\_  
Russ Trimble, Councilmember

\_\_\_\_\_  
Jim Sandager, Councilmember

\_\_\_\_\_  
John Mickelson (alternate)

FINANCIAL SYSTEM  
09/03/2015 13:15:51

Check Register

CITY OF WEST DES MOINES IOWA  
GL540R-V07.27 PAGE 1

BANK VENDOR

CHECK# DATE AMOUNT

INAT FIRST NATIONALBANK

|       |                          |        |          |            |
|-------|--------------------------|--------|----------|------------|
| 25358 | A-D DISTRIBUTING CO., IN | 202085 | 09/08/15 | 5,402.10   |
| 24061 | ADP SCREENING & SELECTIO | 202086 | 09/08/15 | 72.23      |
| 27249 | AGRILAND FS, INC.        | 202087 | 09/08/15 | 652.00     |
| 28574 | ALLIANCE CONSTRUCTION GR | 202088 | 09/08/15 | 121,125.76 |
| 29314 | AMERICAN SECURITY CORP   | 202089 | 09/08/15 | 4,895.23   |
| 10530 | APA IOWA                 | 202090 | 09/08/15 | 4,225.00   |
| 29087 | AWARDS PROGRAM SERVICES  | 202091 | 09/08/15 | 1,020.92   |
| 24522 | BELLER DISTRIBUTING, LLC | 202092 | 09/08/15 | 669.15     |
| 29340 | BENJAMIN DESIGN COLLABOR | 202093 | 09/08/15 | 1,282.50   |
| 29408 | BOISEN/BRYAN             | 202094 | 09/08/15 | 1,957.00   |
| 29508 | BOLTON & MENK INC        | 202095 | 09/08/15 | 10,919.41  |
| 28011 | BOUND TREE MEDICAL, LLC. | 202096 | 09/08/15 | 1,534.78   |
| 29210 | BOWEN/GARY               | 202097 | 09/08/15 | 4,950.00   |
| 03220 | BREWICK/MARK             | 202098 | 09/08/15 | 281.18     |
| 29621 | BROWN/KIRBY              | 202099 | 09/08/15 | 570.00     |
| 24151 | BRYAN/JASON              | 202100 | 09/08/15 | 162.41     |
| 04250 | CARPENTER UNIFORM CO     | 202101 | 09/08/15 | 926.38     |
| 24447 | CDM GOVERNMENT, INC.     | 202102 | 09/08/15 | 3,631.65   |
| 10533 | CENTER FOR               | 202103 | 09/08/15 | 220.00     |
| 24149 | CENTRAL IOWA FLORAL, INC | 202104 | 09/08/15 | 79.10      |
| 27538 | CENTRAL IOWA OFFICIALS.L | 202105 | 09/08/15 | 1,534.00   |
| 25445 | CENTURY LINK             | 202106 | 09/08/15 | 1,298.76   |
| 19700 | CENTURYLINK              | 202107 | 09/08/15 | 6,792.34   |
| 04950 | CITY OF DES MOINES       | 202108 | 09/08/15 | 254.68     |
| 05350 | CLIVE POWER EQUIPMENT    | 202109 | 09/08/15 | 1,046.55   |
| 10531 | COHAN/JENNY              | 202110 | 09/08/15 | 17.00      |
| 29116 | CONCRETE COMPANY/THE     | 202111 | 09/08/15 | 50,927.36  |
| 28405 | CONNEXION CONSULTING LLC | 202112 | 09/08/15 | 17,500.00  |
| 25920 | CONSTRUCTION MATERIALS,  | 202113 | 09/08/15 | 183.00     |
| 28379 | CONTINENTAL RESEARCH COR | 202114 | 09/08/15 | 362.17     |
| 05885 | CORELL CONTRACTOR, INC.  | 202115 | 09/08/15 | 605,877.26 |
| 05885 | CORELL CONTRACTOR, INC.  | 202116 | 09/08/15 | 159,689.43 |
| 28328 | CORPORATE CLEANING OF IO | 202117 | 09/08/15 | 7,103.20   |
| 06530 | DALLAS COUNTY RECORDER   | 202118 | 09/08/15 | 80.00      |
| 27867 | DE LAGE LANDEN           | 202119 | 09/08/15 | 345.00     |
| 02850 | DELTA DENTAL OF IOWA     | 202120 | 09/08/15 | 4,362.60   |
| 27503 | DEPARTMENT OF ADMIN SERV | 202121 | 09/08/15 | 2,475.88   |
| 26414 | DES MOINES WATER WORKS   | 202122 | 09/08/15 | 7,000.00   |
| 29680 | DMF GARDENS              | 202123 | 09/08/15 | 72,955.13  |
| 29492 | DOMLING/CONNIE           | 202124 | 09/08/15 | 674.75     |
| 07900 | DUMERMUTH/JEFF           | 202125 | 09/08/15 | 371.50     |
| 28713 | EDGAR/DAVID              | 202126 | 09/08/15 | 392.88     |
| 24746 | ELDER CORPORATION        | 202127 | 09/08/15 | 726.23     |
| 08530 | ELECTRICAL ENGINEERING & | 202128 | 09/08/15 | 81,496.70  |
| 27039 | EMBARKIT, INC.           | 202129 | 09/08/15 | 397,734.22 |
| 26083 | EMSLRC                   | 202130 | 09/08/15 | 4,880.00   |
|       |                          | 202131 | 09/08/15 | 16.50      |
|       |                          | 202132 | 09/08/15 | 84.00      |

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| -10532 | FAREWAY STORES, INC      | 202134 | 09/08/15 | 49,505.69 |
| 29879  | FARM & CITY SUPPLY       | 202135 | 09/08/15 | 1,259.91  |
| 27012  | FASTENAL COMPANY         | 202136 | 09/08/15 | 17.83     |
| 29821  | FEH ASSOCIATES INC       | 202137 | 09/08/15 | 4,027.13  |
| 29462  | FOUNTAIN PEOPLE, INC     | 202138 | 09/08/15 | 193.94    |
| 10750  | GRAINGER INC             | 202139 | 09/08/15 | 27.70     |
| 10800  | GRAYBAR ELECTRIC CO INC  | 202140 | 09/08/15 | 39.32     |
| 10950  | GRIMES ASPHALT & PAVING  | 202141 | 09/08/15 | 457.32    |
| 26372  | HACH COMPANY             | 202142 | 09/08/15 | 4,069.80  |
| 25728  | HAHN/JENNIFER            | 202143 | 09/08/15 | 3,227.47  |
| -10522 | HARRISON TRUCK CENTERS   | 202144 | 09/08/15 | 291.60    |
| 29863  | HARTLAND FUEL PRODUCTS,  | 202145 | 09/08/15 | 15,502.16 |
| 24034  | HARVEY/ED                | 202146 | 09/08/15 | 128.28    |
| 29260  | HDR ENGINEERING, INC.    | 202147 | 09/08/15 | 18,721.30 |
| 11547  | HODNE/BRET               | 202148 | 09/08/15 | 210.37    |
| 23611  | HY VEE, INC.             | 202149 | 09/08/15 | 2,524.34  |
| -10519 | IA BLACK BUSINESS COALIT | 202150 | 09/08/15 | 1,000.00  |
| 29446  | INFO DOG SECURITY        | 202151 | 09/08/15 | 1,235.80  |
| 12475  | INTL PUBLIC MNGT ASSN FO | 202152 | 09/08/15 | 20.00     |
| 29514  | IOWA CUBS SPORTS TURF MN | 202153 | 09/08/15 | 20,250.00 |
| 26535  | IOWA DEPT OF ADMINT SERV | 202154 | 09/08/15 | 250.00    |
| 28958  | IOWA DEPT OF PUBLIC HEAL | 202155 | 09/08/15 | 250.00    |
| 12760  | IOWA DEPT OF TRANSPORTAT | 202156 | 09/08/15 | 269.46    |
| 13110  | IOWA SIGNAL INC.         | 202157 | 09/08/15 | 1,500.00  |
| 13300  | JACOBSEN AUTO BODY       | 202158 | 09/08/15 | 3,113.02  |
| 28991  | JACOBSON/RYAN            | 202159 | 09/08/15 | 19.55     |
| 29529  | KABEL BUSINESS SERVICES  | 202160 | 09/08/15 | 634.50    |
| 29498  | KALDENBERG'S PBS LANDSCA | 202161 | 09/08/15 | 292.50    |
| 29801  | KINGSTON SERVICES LLC    | 202162 | 09/08/15 | 85,909.72 |
| -10520 | KUNTZ/MICHAEL            | 202163 | 09/08/15 | 52.99     |
| -10534 | LEAGUE OF KANSAS         | 202164 | 09/08/15 | 90.00     |
| 29884  | LEE-PARKER/MONICA        | 202165 | 09/08/15 | 587.50    |
| 28610  | LT LEON ASSOCIATES, INC  | 202166 | 09/08/15 | 6,710.00  |
| 29882  | M.A.K. INVESTMENTS, INC. | 202167 | 09/08/15 | 62,289.00 |
| 24031  | MANAITS                  | 202168 | 09/08/15 | 450.00    |
| -10523 | MAPLE GROVE WEST LLC     | 202169 | 09/08/15 | 5,016.00  |
| 27943  | MATHWS/SUSAN             | 202170 | 09/08/15 | 179.73    |
| 26066  | MEDIA.COM                | 202171 | 09/08/15 | 11.47     |
| 14900  | MENARDS                  | 202172 | 09/08/15 | 382.34    |
| 29208  | MERCY WEST PHARMACY      | 202173 | 09/08/15 | 1,706.43  |
| 29877  | MERIDIAN PAYMENT SYSTEMS | 202174 | 09/08/15 | 2,215.00  |
| 27678  | MID AMERICAN SIGNAL, INC | 202175 | 09/08/15 | 1,788.00  |
| 13030  | MIDAMERICAN ENERGY       | 202176 | 09/08/15 | 58,974.28 |
| 13030  | MIDAMERICAN ENERGY       | 202177 | 09/08/15 | 4,729.88  |
| 13030  | MIDAMERICAN ENERGY       | 202178 | 09/08/15 | 13.27     |
| 13030  | MIDAMERICAN ENERGY       | 202179 | 09/08/15 | 10.26     |
| 13030  | MIDAMERICAN ENERGY       | 202180 | 09/08/15 | 64,558.91 |

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| 13027                   | MIDAMERICAN-CLIVE-WDM TL  | 202181 | 09/08/15 426.70    |
| 28053                   | MIDWEST BEARING & SUPPLY  | 202182 | 09/08/15 82.65     |
| 27211                   | MIDWEST SAFETY COUNSELOR  | 202183 | 09/08/15 99.00     |
| 15374                   | MILLER/JEFF               | 202184 | 09/08/15 50.00     |
| 23492                   | MOTOROLA                  | 202185 | 09/08/15 299.00    |
| 28543                   | MPS ENGINEERS             | 202186 | 09/08/15 59,322.64 |
| 28398                   | MTI DISTRIBUTING, INC.    | 202187 | 09/08/15 1,199.45  |
| 15625                   | MUNICIPAL SUPPLY INC      | 202188 | 09/08/15 947.30    |
| 25307                   | MURPHY TRACTOR & EQUIPME  | 202189 | 09/08/15 10,583.91 |
| 29816                   | NEUVIRTH CONSTRUCTION IN  | 202190 | 09/08/15 6,080.00  |
| 27965                   | NORTH AMERICAN RESCUE, I  | 202191 | 09/08/15 662.04    |
| 28681                   | OLSSON ASSOCIATES         | 202192 | 09/08/15 720.81    |
| 28497                   | OPN ARCHITECTS            | 202193 | 09/08/15 16,632.01 |
| 28360                   | OPTIMUM DATA, INC.        | 202194 | 09/08/15 1,654.80  |
| 28970                   | PALMER GROUP              | 202195 | 09/08/15 12.00     |
| .10524                  | PAST OUR PRIMETIME        | 202196 | 09/08/15 597.16    |
| 27375                   | PETERSEN/ERIC             | 202197 | 09/08/15 53.99     |
| 16370                   | PHILLIPS 66 CO            | 202198 | 09/08/15 17,082.00 |
| 28476                   | PIERCE MANUFACTURING      | 202199 | 09/08/15 16,250.00 |
| 16560                   | POLK COUNTY AUDITOR       | 202200 | 09/08/15 31.00     |
| 16650                   | POLK COUNTY TREASURER     | 202201 | 09/08/15 28,113.00 |
| 16650                   | POLK COUNTY TREASURER     | 202202 | 09/08/15 843.98    |
| 26579                   | PRECISION MIDWEST         | 202203 | 09/08/15 465.00    |
| 27661                   | PROVANTAGE LLC            | 202204 | 09/08/15 572.00    |
| 26991                   | QUICK SUPPLY CO.          | 202205 | 09/08/15 1,935.00  |
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| 29881                   | RUDE/TIMOTHY              | 202207 | 09/08/15 1,462.39  |
| .10529                  | RUSSELL/DAVE              | 202208 | 09/08/15 30.00     |
| 28698                   | RUSSELL ABSTRACT & TITLE  | 202209 | 09/08/15 2,016.00  |
| 22400                   | SCHILDREBERG CONSTRUCTION | 202210 | 09/08/15 3,895.40  |
| 28984                   | SEBESTA INC               | 202211 | 09/08/15 757.00    |
| 18085                   | SECRETARY OF STATE        | 202212 | 09/08/15 278.60    |
| 24711                   | SKOLD DOOR & FLOOR CO.    | 202213 | 09/08/15 14,955.04 |
| 29643                   | SPECIALTY GRAPHICS INC    | 202214 | 09/08/15 332.69    |
| 27422                   | SPRINT                    | 202215 | 09/08/15 71,707.50 |
| 28720                   | STATE SAVINGS BANK        | 202216 | 09/08/15 26,711.52 |
| 29880                   | STEPHENSON/LUCINDA        | 202217 | 09/08/15 1,032.00  |
| 18825                   | STOREY-KENWORTHY CO       | 202218 | 09/08/15 2,500.00  |
| 29866                   | SUN LIFE FINANCIAL        | 202219 | 09/08/15 1,262.50  |
| 28345                   | SUREFIRE, LLC             | 202220 | 09/08/15 306.00    |
| .10528                  | SWALWELL/RICK             | 202221 | 09/08/15 1,320.70  |
| 28433                   | SWINTON/ASHLEE            | 202222 | 09/08/15 210.00    |
| 29541                   | SWISHER/MARK              | 202223 | 09/08/15 148.80    |
| 26518                   | T&T SPRINKLER SERVICE, I  | 202224 | 09/08/15 220.00    |
| .10525                  | TALMAN/JANE               | 202225 | 09/08/15 122.02    |
| 26226                   | TASER INTERNATIONAL       | 202226 | 09/08/15           |
| 19790                   | ULI-THE URBAN LAND INSTI  | 202227 | 09/08/15           |
| 83413                   | UNITED PARCEL SERVICE     | 202228 | 09/08/15           |

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| 26034  | UNITED SEEDS             | 202229 | 09/08/15 | 3,252.00   |
| 29279  | UPS STORE/THE            | 202230 | 09/08/15 | 308.63     |
| 20250  | VEENSTRA & KIMM INC      | 202231 | 09/08/15 | 783.50     |
| 20250  | VEENSTRA & KIMM INC      | 202232 | 09/08/15 | 1,930.59   |
| 20250  | VEENSTRA & KIMM INC      | 202233 | 09/08/15 | 10,274.15  |
| 20250  | VEENSTRA & KIMM INC      | 202234 | 09/08/15 | 19,415.09  |
| 20250  | VEENSTRA & KIMM INC      | 202235 | 09/08/15 | 6,768.88   |
| 20250  | VEENSTRA & KIMM INC      | 202236 | 09/08/15 | 5,894.75   |
| 20250  | VEENSTRA & KIMM INC      | 202237 | 09/08/15 | 326.20     |
| 20250  | VEENSTRA & KIMM INC      | 202238 | 09/08/15 | 2,055.30   |
| 19725  | VERTIZON WIRELESS        | 202239 | 09/08/15 | 3,206.81   |
| 27406  | VILLAGE BLACKSMITH       | 202240 | 09/08/15 | 240.00     |
| 29220  | VISTON SERVICE PLAN      | 202241 | 09/08/15 | 264.92     |
| 28646  | WASTE MANAGEMENT OF IOWA | 202242 | 09/08/15 | 60.00      |
| 27745  | WES JARMAGIN, INC        | 202243 | 09/08/15 | 215.00     |
| 20900  | WEST DES MOINES POSTMAST | 202244 | 09/08/15 | 1,224.00   |
| 29050  | WEX BANK                 | 202245 | 09/08/15 | 1,254.05   |
| 29885  | WHICKER/DOUGLAS          | 202246 | 09/08/15 | 970.00     |
| .10526 | WIESE/RON                | 202247 | 09/08/15 | 20.93      |
| 27474  | WILLIAMS MACHINE SHOP, I | 202248 | 09/08/15 | 196.00     |
| .10521 | WPS MEDICARE PART B      | 202249 | 09/08/15 | 48.42      |
| .10527 | WRIGHT TREE SERVICE INC  | 202250 | 09/08/15 | 170,000.00 |
| 21800  | ZIEGLER INC              | 202251 | 09/08/15 | 8,059.36   |

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| 90023 | ARNOLD MOTOR SUPPLY,LLP  | 8773 | 09/08/15 | 1,288.88   |
| 90124 | BRAVO GREATER DES MOINES | 8774 | 09/08/15 | 288,043.34 |
| 90029 | BROWN TRAFFIC PRODUCTS   | 8775 | 09/08/15 | 1,840.00   |
| 90067 | DESIGN ALLIANCE, INC.    | 8776 | 09/08/15 | 8,896.14   |
| 90081 | FEDEX OFFICE             | 8777 | 09/08/15 | 16.20      |
| 90048 | GREATER DES MOINES CONVE | 8778 | 09/08/15 | 304,493.34 |
| 90053 | IOWA COMMUNITIES         | 8779 | 09/08/15 | 2,688.87   |
| 90065 | KECK, INC.               | 8780 | 09/08/15 | 16,883.61  |
| 90061 | KIRKHAM, MICHAEL, & ASSO | 8781 | 09/08/15 | 123.23     |
| 90087 | MIDWEST WHEEL            | 8782 | 09/08/15 | 546.94     |
| 90089 | OUTDOOR RECREATION PRODU | 8783 | 09/08/15 | 1,672.70   |
| 90008 | SHIVE-HATTERY            | 8784 | 09/08/15 | 580.00     |
| 90117 | SPINDUSTRY SYSTEMS, INC. | 8785 | 09/08/15 | 9,842.00   |
| 90002 | WEST BANK HUMAN SVCS     | 8786 | 09/08/15 | 2,736.47   |
| 90128 | WITTEGRAF/JASON          | 8787 | 09/08/15 | 48.00      |
| 90142 | YEAGER/LEMAR             | 8788 | 09/08/15 | 1,836.00   |

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| 70018                   | ABC ELECTRICAL CONTRACTO | 202028 | 09/08/15 | 4,395.81   |
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| 70018                   | ABC ELECTRICAL CONTRACTO | 202030 | 09/08/15 | 535.92     |
| 70003                   | ACCO UNLIMITED CORP      | 202031 | 09/08/15 | 3,828.00   |
| 70195                   | ACTION PRINT             | 202032 | 09/08/15 | 182.81     |
| 70195                   | ACTION PRINT             | 202033 | 09/08/15 | 480.18     |
| 70216                   | ADVENTURE LIGHTING       | 202034 | 09/08/15 | 93.00      |
| 70055                   | AMERICAN CONCRETE        | 202035 | 09/08/15 | 3,628.52   |
| 70158                   | ARAMARK UNIFORM SERVICES | 202036 | 09/08/15 | 1,383.80   |
| 70191                   | BROWNELLS INC            | 202037 | 09/08/15 | 1,354.80   |
| 70017                   | CAPITAL SANITARY SUPPLY  | 202038 | 09/08/15 | 5,237.83   |
| 70187                   | DAK PRODUCTS             | 202039 | 09/08/15 | 127,276.24 |
| 70117                   | DES MOINES ASPHALT & PAV | 202040 | 09/08/15 | 1,959.70   |
| 70009                   | ELECTRONIC ENGINEERING   | 202041 | 09/08/15 | 4,095.00   |
| 70235                   | EMERGENCY APPARATUS MAIN | 202042 | 09/08/15 | 1,728.25   |
| 70286                   | EMPLOYEE & FAMILY RESOUR | 202043 | 09/08/15 | 12,701.29  |
| 70067                   | EXCEL MECHANICAL, INC.   | 202044 | 09/08/15 | 1,035.02   |
| 70039                   | G&L CLOTHING             | 202045 | 09/08/15 | 789.22     |
| 70161                   | GALLS LLC                | 202046 | 09/08/15 | 230.29     |
| 70122                   | HD SUPPLY WATERWORKS     | 202047 | 09/08/15 | 525.51     |
| 70281                   | HOTSY CLEANING SYSTEMS I | 202048 | 09/08/15 | 21,945.00  |
| 70062                   | HOWARD R. GREEN CO.      | 202049 | 09/08/15 | 1,233.13   |
| 70052                   | IMAGETEK, INC            | 202050 | 09/08/15 | 230.29     |
| 70073                   | INLAND TRUCK PARTS       | 202051 | 09/08/15 | 1,114.92   |
| 70239                   | INTERSTATE ALL BATTERY C | 202052 | 09/08/15 | 3,739.31   |
| 70034                   | INTERSTATE POWER SYSTEMS | 202053 | 09/08/15 | 1,062.09   |
| 70077                   | IOWA FIRE EQUIPMENT      | 202054 | 09/08/15 | 1,978.50   |
| 70024                   | JERICO SERVICES          | 202055 | 09/08/15 | 23,525.04  |
| 70244                   | JOHNSTONE SUPPLY         | 202056 | 09/08/15 | 143.18     |
| 70178                   | LANGUAGE LINE SERVICES   | 202057 | 09/08/15 | 171.40     |
| 70006                   | LOGAN CONTRACTORS SUPPLY | 202058 | 09/08/15 | 1,114.92   |
| 70028                   | METHODIST OCCUPATIONAL H | 202059 | 09/08/15 | 3,739.31   |
| 70078                   | METRO WASTE AUTHORITY    | 202060 | 09/08/15 | 34,296.76  |
| 70010                   | O'HALLORAN INTERNATIONAL | 202061 | 09/08/15 | 1,114.92   |
| 70231                   | OMNISITE                 | 202062 | 09/08/15 | 1,603.77   |
| 70112                   | PLAYPOWER LT FARMINGTON, | 202063 | 09/08/15 | 182.27     |
| 70076                   | PRAXAIR                  | 202064 | 09/08/15 | 420.87     |
| 70170                   | PRIORITY DISPATCH        | 202065 | 09/08/15 | 147.00     |
| 70204                   | PUSH PEDAL PULL          | 202066 | 09/08/15 | 460.00     |
| 70215                   | REAMS SPRINKLER SUPPLY   | 202067 | 09/08/15 | 241.50     |
| 70262                   | RELIABLE PROPERTY SERVIC | 202068 | 09/08/15 | 3,796.00   |
| 70069                   | SHOTENKIRK CHEVROLET     | 202069 | 09/08/15 | 48.45      |
| 70057                   | SNYDER & ASSOCIATES      | 202070 | 09/08/15 | 19,839.25  |
| 70057                   | SNYDER & ASSOCIATES      | 202071 | 09/08/15 | 16,505.68  |
| 70057                   | SNYDER & ASSOCIATES      | 202072 | 09/08/15 | 14,362.50  |
| 70026                   | STRAUSS FORD             | 202073 | 09/08/15 | 2,846.82   |
| 70255                   | STRAUSS SAFE AND LOCK CO | 202074 | 09/08/15 | 2,177.50   |
| 70016                   | TEAM SERVICES            | 202075 | 09/08/15 | 1,684.93   |

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| 70016                   | 202079 09/08/15 | 22.00      |
| 70016                   | 202080 09/08/15 | 71.00      |
| 70013                   | 202081 09/08/15 | 235.80     |
| 70051                   | 202082 09/08/15 | 316.10     |
| 70188                   | 202083 09/08/15 | 141.85     |
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| 24822              | WELLMARK BLUE CROSS | 800667 | 08/27/15 | 67,274.13  |
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CITY OF WEST DES MOINES IOWA  
GL540R-V07.27 PAGE 1

BANK VENDOR

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12,021.00

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**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:** Approval of Liquor Licenses

**DATE:** September 8, 2015

**FINANCIAL IMPACT:** None

**BACKGROUND:** In accordance with the Iowa Code Section 123.1 and the West Des Moines City Code Title 3, Business and Licensing, Chapter 2, Beer and Liquor Control, the following licenses have been investigated and reviewed by the WDM Police Department and, when necessary, by Building Inspection and/or Fire Department staff, and are presented to the City Council for approval. Copies of license applications are available, for your review, in the Office of the City Clerk.

1. Bradley's Pub, Inc., d/b/a Bradley's Pub, 1300 50th Street, Suite 203 - Class LC Liquor License with Sunday Sales - Renewal
2. Cabaret West Des Moines, LLC d/b/a Cabaret, 560 Prairie View Drive, Suite 105 - Class LC Liquor License Extension of Outdoor Service - September 18-19, 2015
3. KRC Partners, LLP, d/b/a Cooper's on 5th, 227 5th Street - Class LC Liquor License with Sunday Sales - Renewal
4. Embassy Club West, LLC, d/b/a Embassy West - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
5. G.O.C.C. Investments, LLC, d/b/a Glen Oaks Country Club, 1401 Glen Oaks Drive - Class LC Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
6. Fall Foods, Inc., d/b/a Godfathers Pizza, 5919 Ashworth Road - Class B Beer Permit with Sunday Sales - Renewal
7. Lodge of Ashworth, Inc., d/b/a The Lodge of Ashworth Club, 909 Ashworth Road - Class LC Liquor License with Sunday Sales, Living Quarters, Outdoor Service, and Catering Privileges - Renewal
8. CY Heritage Inn of West Des Moines, LLC, d/b/a West Des Moines Courtyard Inn, 410 South 68th Street - Class LB Liquor License with Sunday Sales - Renewal
9. F & K Hagar, L.L.C. d/b/a Westport Lounge, 800 First Street, Suite C & D - Transfer Location Permanently to 1960 Grand Avenue, Suites 29-31 (effective September 20, 2015)
10. Whole Foods Market Group, Inc. d/b/a Whole Foods Market, 4100 University Avenue - Class BW Permit with Carryout Wine, Sunday Sales and Outdoor Service - Renewal

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:** Motion to approve the issuance of liquor licenses in the City of West Des Moines.

**Lead Staff Member:** Ryan T. Jacobson, City Clerk *RTJ*

**STAFF REVIEWS**

|                        |                              |
|------------------------|------------------------------|
| Department Director    | Ryan T. Jacobson, City Clerk |
| Appropriations/Finance |                              |
| Legal                  |                              |
| Agenda Acceptance      | <i>RTJ</i>                   |

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:** Special Event Permit - ValleyFest  
Valley Band Booster Club  
Approval of Temporary Parking on Grass Areas

**DATE:** September 8, 2015

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Valley High School will be hosting its Annual ValleyFest Marching Band Festival on Saturday, October 10<sup>th</sup> at Valley Stadium. This is the largest fundraiser for the Valley Band Booster Club. ValleyFest hosts approximately 40 marching bands and has an estimated total attendance of 5,000 for the day-long event, which generates a lot of traffic, including buses, equipment trucks, and spectator vehicles.

Jeff Paine is a member of the Valley Band Booster Club and has been tasked with coordinating parking for the event. Mr. Paine has submitted the special event application, which includes a proposal to allow parking in two designated grass areas on the City-School campus, the grass area northeast of Valley Stadium and the other being the grass area east of the entrance to Southwoods Freshman High School, as indicated on the attached map. Staff recommends approval of the request.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:**

Motion to approve staff recommendations to allow temporary parking of cars on the grass areas as requested subject to complying with all other applicable City requirements and the following:

1. Ramp the curb in the stadium lot for access to the parking northeast of the stadium and not the access road
2. Place barrier tape along the north edge of the parking northeast of the stadium to clearly delineate this as a special parking area and to impede ingress from the access roads.
3. If conditions are deemed too dry at the time of the event by Fire Department staff, then parking on the grass will be prohibited.

**Lead Staff Member:** Ryan T. Jacobson, City Clerk *RTJ*

**STAFF REVIEWS**

|                        |                                    |
|------------------------|------------------------------------|
| Department Director    | Ryan T. Jacobson, City Clerk       |
| Appropriations/Finance | Tim Stiles, Finance Director       |
| Legal                  | Richard Scieszinski, City Attorney |
| Agenda Acceptance      | <i>RTJ</i>                         |

**PUBLICATION(S)** (if applicable)

|                    |  |
|--------------------|--|
| Published In       |  |
| Dates(s) Published |  |

**SUBCOMMITTEE REVIEW** (if applicable)

|               |  |
|---------------|--|
| Committee     |  |
| Date Reviewed |  |

**Attachments:**

Attachment A - Written Request  
Attachment B - Parking Map

## **ValleyFest Special Event Request**

**We are requesting permission to park on the grass at the following locations near Valley Stadium on 10/10/2015.**

**Location 1 – the open field to the east of the lower stadium lot. The parking area will be roped off so that cars will be kept in a specific area on the grass. The parking area will be monitored at all times and cars will be directed where to park. The parking area will be used for volunteers. The cars will enter off Mills Civic Pkwy at the entrance near the lower parking lot of the stadium. We will have ramps to get over the curbs. The cars will exit at the same location they entered.**

**Location 2 – the grass area at Valley Southwoods just inside the parking lot entrance of Fuller Road. The parking area will be monitored at all times and cars will be directed where to park. We will have ramps to get over the curbs. The cars will exit at the same location they entered. Those parking here will be allowed to walk the fitness trail to the stadium. There will be sufficient lighting after dark.**

**The parking lots at City Hall, lower stadium lot, Valley Southwoods lots, and Jordan Creek lots will be used for bus and equipment truck parking only – no cars will be allowed in these lots.**



Volunteer  
Proximity here.

Public  
Proximity

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**DATE:** September 8, 2015

**ITEM:** Motion – Approval of Contract Agreement – Landscape Maintenance

**FINANCIAL IMPACT:** Expense of \$67,547.00. This amount is broken down by location as follows: Street Medians - \$49,243.00 / Holiday Aquatic Center - \$2,623.00 / Valley View Aquatic Center - \$12,981.00 / Added Items (60<sup>th</sup> Street Beds / Jordan Creek Parkway Hard Surface Median Maintenance) - \$2,700.00. Payments will be made out of available funds in the Parks and Recreation Department operating budget. Pricing has not increased since this contract was originally bid by Reliable Property Services in 2012.

**BACKGROUND:** The Council is asked to approve the renewal of a two year agreement with Reliable Property Services in Grimes, Iowa for Landscape Maintenance. Reliable Property Services has done an excellent job of providing landscape maintenance over the last three years and has agreed to a contract renewal with the same pricing, terms and conditions for an additional two years. The term would start January 1, 2016 and extend through December 31, 2017.

This agreement covers nearly all landscape maintenance related to the two aquatic centers and street medians. Maintenance includes mowing, chemical application, tree maintenance, and landscape bed maintenance. Tree trimming and maintenance, irrigation management and repairs, and certain chemical applications which are not required on a regular basis will continue to be performed by City staff.



**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the agreement.

**Lead Staff Member:**

Sally Ortgies

## STAFF REVIEWS

|                        |  |
|------------------------|--|
| Department Director    |                 |
| Appropriations/Finance |  for Tim Shiles |
| Legal                  |  |
| Agenda Acceptance      | RTG  |

## PUBLICATION(S) (if applicable)

|                       |  |
|-----------------------|--|
| Published In          |  |
| Dates(s)<br>Published |  |

## SUBCOMMITTEE REVIEW (if applicable)

|                |     |    |       |
|----------------|-----|----|-------|
| Committee      |     |    |       |
| Date Reviewed  |     |    |       |
| Recommendation | Yes | No | Split |



**CITY OF WEST DES MOINES**  
**4200 Mills Civic Parkway**  
**PO Box 65320**  
**West Des Moines, Iowa 50265-0320**

**CONTRACT NO.** -  
**BUDGET CODE** 0100.40.344.5.4500

**DATE:** 9/8/15

**CONTRACT AGREEMENT**

|  |  |
|--|--|
| Contractor<br>Reliable Property Services<br>1850 SE Destination Dr., Ste. A<br>Grimes, IA 50111  | Department Department of Parks & Recreation<br>P.O. Box 65320<br>West Des Moines, Iowa 50265 |
| Contract Period – Effective: January 1, 2016   | Terminates: December 31, 2017  |
| Annual Cost: \$67,547.00   | Payable: 30 Days   |
| <p style="text-align: center;"><u>DESCRIPTION OF ITEMS CONTRACTED</u></p> <p>Contract is for two years only at the annual cost bid on February 8, 2012 (see attached) plus added items quoted on July 8, 2013 and August 2, 2013 (see attached). The City shall reserve the right at its sole option to renew this contract per the same terms and conditions.</p> |  |
| Contractor   | <p style="text-align: center;">_____ Approved _____ Not Approved</p>                         |
| Authorized Signature   |  |
| Company Name (Print)<br>Reliable Property Services   | City Manager   |
| Address 1850 SE Destination Dr., Ste. A,<br>Grimes IA 50111  | Department Director  |

WHITE – Department

PINK – Finance

YELLOW - Vendor

**REQUEST FOR BID**  
**LANDSCAPE MAINTENANCE**  
**CITY OF WEST DES MOINES**

The City of West Des Moines, Iowa, solicits interested parties to submit bids for maintenance of street medians and aquatic centers. Maintenance shall generally consist of turf maintenance, tree maintenance, and landscape bed maintenance.

Submittals marked "Landscape Maintenance" will be received no later than **2:00 p.m. local time on Wednesday, February 8, 2012**. Submit signed copy of this Request for Bid and attached Bid Sheet to:

Office of the City Clerk  
City of West Des Moines  
4200 Mills Civic Parkway  
P.O. Box 65320  
West Des Moines, IA 50265

**Bid Procedure**

Mark outside of envelope with proposal subject, "Landscape Maintenance".

Bids received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. The City of West Des Moines reserves the right to award in part or in whole or to reject any or all bids.

Any bid submitted **MUST** be signed by an individual authorized to bind the bidder. All bids submitted without such signature will be deemed non-responsive, and will not be acceptable. **Both the Request for Bid and the Bid Sheet must be signed.**

If you desire not to quote on this bid, please forward your acknowledgement of **NO BID SUBMITTED** to the above address.

**Pre-Bid Meeting**

A Pre-Bid Meeting will take place on Friday, February 3, 2012 at 10:00 a.m. at the West Des Moines City Hall, 4200 Mills Civic Parkway, in the second floor Training Room. Questions will be answered by City staff. All bidders are strongly encouraged to attend this meeting.

**Questions**

Questions regarding the Request can be addressed by contacting the Parks and Recreation Department, Sally Orgies, Superintendent of Parks, (515) 222-3447.

## **I. Description**

- A. **Street Medians.** The intent and purpose of this Request for Bid is to establish a contract to provide Landscape Maintenance for street medians and right-of-way located on 22<sup>nd</sup> Street, Valley West Drive, Mills Civic Parkway, 60<sup>th</sup> Street, 68<sup>th</sup> Street, Stagecoach Drive, E.P. True Parkway, Jordan Creek Parkway, Cascade Drive, Bridgewood Boulevard, and the Southwest Connector in West Des Moines. Maps are attached that show specific median and right-of-way locations and details (Attachment A).
- B. **Aquatic Centers.** The intent and purpose of this Request for Bid is to establish a contract to provide Landscape Maintenance at Holiday Aquatic Center located at 1701 Railroad Avenue and Valley View Aquatic Center located at 255 81<sup>st</sup> Street in West Des Moines. Maps are attached that show aquatic center locations and details (Attachment B).
- C. The Contractor shall furnish all labor, equipment, materials, and products needed to manage and maintain the turf, trees, and landscape beds as outlined in the detailed specifications on the attached bid sheet.

## **II. Performance Requirements**

- A. **Personnel.** The Contractor shall provide the City with the name, address, e-mail address and telephone number(s) for at least ~~two designated contact persons~~ responsible for insuring response to the City's request for services. Personnel applying pesticides and fertilizers shall be licensed as required by the State of Iowa.
- B. ~~Notification~~ The City's contact person shall be notified by e-mail or phone a minimum of 24 hours in advance of any work being performed by the Contractor.
- C. **Response Time.** Although the majority of maintenance shall be done on a regular basis according to the detailed specifications, maintenance may occasionally be needed on an "as-needed" basis. In these cases, the Contractor shall respond within 24 hours after a request for maintenance is made by the City unless stated otherwise in the specifications.
- D. ~~Records~~ The Contractor shall maintain all maintenance records including time/date of maintenance, name and quantity of any products used, and any other pertinent information. A copy of these records shall be provided at the City's request. ~~All records of chemical and fertilizer applications shall be provided to the City within 24 hours following each application.~~ Information contained in chemical and fertilizer application records shall be in accordance with State of Iowa requirements. Chemical and fertilizer applications different from those specified may be considered, but must have prior written approval from the City.
- E. **Authority/Direction.** The Contractor and his designated personnel shall respond to requests made by the City in a positive, courteous and timely manner. The City reserves the right to reject any equipment or personnel from continued or further engagement of services due to incompetence or insubordination or inability of equipment to function properly for the requested services.

F. Damages. The Contractor shall be responsible for any and all damage to public property (including public utilities), private property, or personal injury due to its own or its employees' negligence or intentional or reckless conduct in maintaining the medians or aquatic centers.

G. [REDACTED] Due to the nature of the median locations, traffic control and the safety of personnel and motorists is of the utmost importance. All access to medians shall be from street turn lanes, not from through/travel lanes, whenever possible. Equipment shall be entirely within the turn lane and out of the through/travel lane. Mowers and other equipment will need to be unloaded and loaded at each median and shall not be driven on the street between medians.

If work needs to occur within or equipment needs to be located in a through/travel lane, the Contractor shall follow City of West Des Moines Public Works Department procedures for a lane closure. All traffic control procedures shall comply with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. All temporary traffic control provisions shall be furnished, erected, maintained and removed by the Contractor. Parking of private vehicles on right-of-way and/or closed streets will not be allowed.

### III. Length of Agreement

- A. If approved by the West Des Moines City Council, this Agreement shall commence on [REDACTED] inclusive. The City reserves the right as its sole option to renew this contract per the same terms and conditions as set forth in the resulting contract. Any renewal contract shall be signed by the City prior to the expiration of the initial term and any subsequent term. This will require mutual consent by both the City and the Contractor.
- B. This Agreement may be terminated for good cause, including failure to perform in accordance with Section II of this Agreement, by the City during the Agreement period, subject to written notice being delivered by certified mail or personal service to the Contractor at the address referenced on the bid form.

### IV. Payment

Contractor will be paid on a monthly basis in arrears. Invoices must contain the contract number and [REDACTED] All work being billed shall be referenced on invoices [REDACTED] Invoices shall be sent to:

City of West Des Moines  
Parks and Recreation Department  
P.O. Box 65320  
West Des Moines, IA 50265

V.

**INSURANCE**

A. General.

1. The Contractor shall purchase and maintain insurance to protect the Contractor and City against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the City.
2. All certificates of insurance required herein shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. All certificates of insurance shall be delivered to the City prior to the time that any operations under this Contract are started.
3. All of said Contractor's certificates of insurance shall be written by an insurance company authorized to do business in the State of Iowa.

B. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of the Contractor's injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained:
  - a. By any person as a result of an offense directly related to the employment of such person by the Contractor, or
  - b. By the other person;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and,
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

C. Limits of Liability

1. The insurance required by Paragraph V shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or required by law, whichever is greater:

|  |                                     |
|--|-------------------------------------|
| General Liability;<br>single limit                     | \$500,000 (including contractually, |
| Independent Contractors                                | per occurrence)                     |
| Broad Form Property Damage                             |                                     |
| Personal Injury, Underground<br>Explosion and Collapse | \$500,000<br>(Aggregate hazards)    |
| Automobile Liability                                   | \$500,000                           |

(including all owned, non-  
hired autos)  
Single Limit

Combined Single Limit owned and

Workers Compensation

Statutory Benefits

\$100,000 Coverage B

(applying directly excess  
of above liability  
coverages)

\$1,000,000 Aggregate

**D. Contractual Liability Insurance**

1. The insurance required by Paragraph V shall include contractual liability insurance applicable to the Contractor's obligations as follows:
  - a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party of person described in this Paragraph.
  - b. In any and all claims against the City or any of its agents, officers or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this Subparagraph D shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

- E. Contractor's Insurance for other Losses** for the consideration in this agreement heretofore stated, in addition to the Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor, the Contractor's agents, Subcontractors, materials owned or rented by the Contractor, the Contractor's agents, Subcontractors, material suppliers or their employees, tool sheds or other temporary structures, scaffolding and staging, protective fences, bridges and sidewalk hooks. The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft, or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this Contract, and any modifications, alterations, enlargement thereto, is to be

done, and to the following items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.

- F. Notification in Event of Liability or Damage upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the City, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

## **VI. Further Information**

- A. Mandatory Drug and Alcohol Testing Programs. The Contractor certifies that all of their employees who may operate a commercial motor vehicle are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations (Code of Federal Regulations, 49CFR, Part 382 and Part 40).
- B. Right-To-Know Statement. The bidder certifies that, in accordance with the "Hazard Communication Rule", 29 CFR 1910.120 (the "Right-To-Know" Law) and the State of Iowa "Hazardous Chemicals Risk Right-to-Know Rule", employees exposed to materials on the worksite will be trained for the materials in use by the successful Contractor as part of the contract. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful Contractor upon request.
- C. ADA Statement. The City does not discriminate on the basis of disability. If you believe you have been discriminated against in any program or facility, you may file a complaint alleging the discrimination with the ADA Coordinator through the City Manager's office. The TDD line for the City of West Des Moines is 222-3334.
- D. FLSA Statement.  
"We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

## **VII. Additional Terms**

- A. Assignment. Neither the Contractor nor City shall assign its rights or obligations under this Agreement without the prior written consent of the other party.
- B. Entire Agreement. This Agreement, including any attached schedules and exhibits, constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement and no evidence of oral or other written promises shall be binding. This Agreement may not be supplemented, amended, modified, or otherwise altered except by written instrument executed by both of the parties hereto and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify, or alter this Agreement.

- C. Waiver. The failure to enforce or to require the performance at any time of any of the provisions of this Agreement herein shall in no way be construed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

  
Authorized Signature

2/7/2012  
Date

# Landscape Maintenance

## Specification Details

**Table 1. Street Median Plant List**

| Median # |                             | Median # |                              |
|----------|-----------------------------|----------|------------------------------|
| 1        | Dwarf Burning Bush          | 11       | Purple Coneflower            |
|          | Feather Reed Grass          |          | Black-eyed Susan             |
|          | Dwarf Fountain Grass        |          | Little Bluestem              |
|          | Sedum 'Matrona'             |          | Big Bluestem                 |
| 2        | Salvia 'May Night'          | 12       | Daylily 'Stella de Oro'      |
|          | Feather Reed Grass          | 13       | Sedum 'Matrona'              |
| 3        | Daylily 'Stella de Oro'     |          | Daylily 'Stella de Oro'      |
| 4A       | Salvia 'May Night'          |          | Black-eyed Susan             |
| 4B       | Liatris 'Kobold'            |          | Dwarf Burning Bush           |
|          | Feather Reed Grass          | 18       | Northwind Switchgrass        |
|          | Black-eyed Susan            |          | Prairie Fire Red Switchgrass |
|          | Salvia 'May Night'          | 19       | Heavy Metal Switchgrass      |
| 4C       | Daylily 'Stella de Oro'     |          | Shenandoah Switchgrass       |
|          | Prairie Dropseed            |          | The Blues Little Bluestem    |
|          | Liatris 'Kobold'            |          | Prairie Dropseed             |
|          | Black-eyed Susan            | 20       | The Blues Little Bluestem    |
| 5        | Liatris 'Kobold'            |          | Prairie Dropseed             |
|          | Prairie Dropseed            | 23       | The Blues Little Bluestem    |
|          | Daylily 'Stella de Oro'     |          | Prairie Dropseed             |
|          | Purple Coneflower           | 24       | Northwind Switchgrass        |
|          | Feather Reed Grass          |          | Prairie Fire Red Switchgrass |
|          | Dwarf Burning Bush          |          | The Blues Little Bluestem    |
| 6A       | Salvia 'May Night'          |          | Prairie Dropseed             |
|          | Liatris 'Kobold'            | 25       | Heavy Metal Switchgrass      |
|          | Little Bluestem             |          | Shenandoah Switchgrass       |
|          | Black-eyed Susan            |          | The Blues Little Bluestem    |
|          | Dwarf Fountain Grass        |          | Prairie Dropseed             |
| 6B       | Prairie Dropseed            | 29       | Heavy Metal Switchgrass      |
|          | Salvia 'May Night'          |          | Shenandoah Switchgrass       |
|          | Dwarf Fountain Grass        |          | The Blues Little Bluestem    |
|          | Black-eyed Susan            |          | Prairie Dropseed             |
|          | Liatris 'Kobold'            | 30       | The Blues Little Bluestem    |
| 7A       | Feather Reed Grass          |          | Prairie Dropseed             |
|          | Little Bluestem             |          | Flame Grass                  |
|          | New England Aster           | 31       | Northwind Switchgrass        |
|          | Daylily 'Stella de Oro'     |          | Prairie Fire Red Switchgrass |
|          | Shasta Daisy 'White Knight' |          | The Blues Little Bluestem    |
|          | Salvia 'May Night'          |          | Prairie Dropseed             |
| 7B       | Black-eyed Susan            | 34       | Heavy Metal Switchgrass      |
|          | Shasta Daisy 'White Knight' |          | Shenandoah Switchgrass       |
|          | Purple Coneflower           | 35       | The Blues Little Bluestem    |
|          | Liatris 'Kobold'            |          | Prairie Dropseed             |
| 8        | Purple Coneflower           | 41       | The Blues Little Bluestem    |
|          | Salvia 'May Night'          |          | Prairie Dropseed             |
|          | Dwarf Fountain Grass        |          |                              |
|          | Black-eyed Susan            |          |                              |

|   |                             |  |  |
|---|-----------------------------|--|--|
|   | Liatris 'Kobold'            |  |  |
|   | Daylily 'Stella de Oro'     |  |  |
|   | Shasta Daisy 'White Knight' |  |  |
| 9 | Daylily 'Stella de Oro'     |  |  |
|   | Liatris 'Kobold'            |  |  |
|   | Feather Reed Grass          |  |  |
|   | Salvia 'May Night'          |  |  |
|   | Dwarf Fountain Grass        |  |  |

**Table 2. Valley View Aquatic Center Plant List**

|                                 |
|---------------------------------|
| Feather Reed Grass              |
| Dwarf Baptisia                  |
| Baptisia                        |
| Hibiscus 'Disco Belle Rosy Red' |
| Hibiscus 'Lady Baltimore'       |
| Knockout Rose                   |
| Spirea 'Anthony Waterer'        |
| Black-eyed Susan                |

LANDSCAPE MAINTENANCE  
BID SHEET

| Turf Maintenance            |  | Street Medians |          |             | Holiday Aquatic Center |          |             | Valley View Aquatic Center |          |             |
|-----------------------------|--|----------------|----------|-------------|------------------------|----------|-------------|----------------------------|----------|-------------|
| Task                        | Specifications   | Quantity       | Unit     | Annual Cost | Quantity               | Unit     | Annual Cost | Quantity                   | Unit     | Annual Cost |
| Mowing                      | <p><b>Street Medians:</b> Mow and trim to 4 inch height a minimum of 1 time per week from April 18 to October 31; Contractor shall mow consistently on the same day of the week (as weather allows) to allow irrigation to be adjusted; all trash/litter must be removed prior to mowing; all grass clippings must be removed from roadway and mulched areas immediately after mowing; any damage (i.e. irrigation heads, plant material, etc.) caused by mowing activities shall be repaired by Contractor to City's specifications within 1 week</p> <p><b>Aquatic Centers:</b> Mow and trim to 4 inch height a minimum of 1 time per week from April 18 to October 31; mowing shall occur at Valley View Aquatic Center prior to 8:00 a.m. and Holiday Aquatic Center prior to 11:00 a.m. to avoid conflicts with customers; Contractor shall mow consistently on the same day of the week (as weather allows) to allow irrigation to be adjusted; all trash/litter must be removed prior to mowing; all grass clippings must be bagged and legally disposed of off-site; any damage (i.e. irrigation heads, plant material, etc.) caused by mowing activities shall be repaired by Contractor to City's specifications within 1 week</p> | 456,200        | SF       | \$19,500    | 18,300                 | SF       | \$1898      | 101,100                    | SF       | \$4914      |
| <b>Chemical Application</b> |  |                |          |             |                        |          |             |                            |          |             |
| Spring Pre-Emergent         | Apply 19-0-6 with minimum 0.125% Dimension 25% slow-release or equivalent approved by City at rate of 4 pounds/1000 SF in April  | 456,200        | SF       | \$600       | 18,300                 | SF       | \$75        | 101,100                    | SF       | \$115       |
| Spring Broadleaf            | Spot spray as necessary in May/Early June; spraying shall occur at Aquatic Centers prior to June 1   | 456,200        | SF       | \$600       | 18,300                 | SF       | \$35        | 101,100                    | SF       | \$116       |
| Summer Fertilizer           | Apply 32-0-10 or equivalent approved by City at rate of 3 pounds/1000 SF in August after aquatic centers are closed for the season   | 456,200        | SF       | \$915       | 18,300                 | SF       | \$40        | 101,100                    | SF       | \$209       |
| Roundup                     | Spray Roundup or equivalent approved by City around edges of landscape beds prior to mulch maintenance   | 6,115          | LF       | \$500       | 0                      | LF       | 0           | 816                        | LF       | \$90        |
| Roundup                     | Spray Roundup or equivalent approved by City around trees prior to mulch maintenance   | 271            | EA       | \$200       | 0                      | EA       | 0           | 97                         | EA       | \$45        |
| Fall Broadleaf              | Spot spray as necessary in September   | 456,200        | SF       | \$500       | 18,300                 | SF       | \$35        | 101,100                    | SF       | \$100       |
| Fall Fertilizer             | Apply 32-0-10 or equivalent approved by City with minimum of 25% slow-release at rate of 3 pounds/1000 SF by October 15  | 456,200        | SF       | \$500       | 18,300                 | SF       | \$40        | 101,100                    | SF       | \$105       |
| <b>Tree Maintenance</b>     |  |                |          |             |                        |          |             |                            |          |             |
| Task                        | Specifications   | Quantity       | Unit     | Annual Cost | Quantity               | Unit     | Annual Cost | Quantity                   | Unit     | Annual Cost |
| Deer Protection             | Maintain protection from deer on all trees smaller than 8" caliper August through March using mesh plastic tree guards as approved by the City; remove by April 1; existing tree guards are the property of the City, but may be stored upon removal and re-used on street median trees by the Contractor; if additional tree guards are needed, the Contractor shall purchase and cover the cost with the tree guards becoming the property of the City   | 271            | EA       | \$400       | 0                      | EA       | 0           | 97                         | EA       | \$776       |
| Mulch Maintenance           | Maintain mulch at an even 3 inch depth around each tree to a minimum 3 foot diameter circle using dark brown colored/dyed hardwood mulch placed according to City specifications, or as site needs dictate; keep mulch away from tree trunks   | 271            | EA       | \$2168      | 0                      | EA       | 0           | 97                         | EA       | \$776       |
| Sucker Removal              | Remove all suckers from base of trees and tree trunks as necessary in turf areas and landscape beds  | 1              | Lump Sum | \$800       | 0                      | Lump Sum | 0           | 1                          | Lump Sum | \$350       |

| Landscape Bed Maintenance             |   |          |          |             |          |          |             |          |          |
|---------------------------------------|---|----------|----------|-------------|----------|----------|-------------|----------|----------|
| Task                                  | Specifications  | Quantity | Unit     | Annual Cost | Quantity | Unit     | Annual Cost | Quantity | Unit     |
| Spring Cleanup                        | Cut back all ornamental grasses and perennials according to individual plant requirements and City specifications and remove debris from beds; pull all weeds; remove all trash/litter; all debris shall be legally disposed of off-site  | 34,933   | SF       | \$ 5,500    | 0        | SF       | 0           | 5,400    | SF       |
| Spring Pre-Emergent Mulch Maintenance | Apply Treflan 5G or equivalent approved by City In April at manufacturer's recommended rate   | 34,933   | SF       | \$ 500      | 0        | SF       | 0           | 5,400    | SF       |
|                                       | Maintain 3 inch depth of dark brown colored/loam hardwood mulch on all landscape beds   | 34,933   | SF       | \$ 8,800    | 0        | SF       | 0           | 5,400    | SF       |
| Task                                  | Specifications  | Quantity | Unit     | Annual Cost | Quantity | Unit     | Annual Cost | Quantity | Unit     |
| Weed Control                          | Maintain weed-free condition in all landscape beds by regularly spot spraying with Roundup or City-approved equivalent and/or pulling weeds from April 1 to November 15   | 34,933   | SF       | \$ 3,000    | 0        | SF       | 0           | 5,400    | SF       |
| Deadheading                           | Deadhead all salvia for second flush of bloom; deadhead other perennials according to individual plant requirements   | 1        | Lump Sum | \$ 800      | 0        | Lump Sum | 0           | 1        | Lump Sum |
| Fall Cleanup                          | Cleanup landscape beds, including but not limited to final weeding, removal of trash/litter/dead plant material, and cutting back of unsightly plants; unless directed by City staff to cut back, leave dried ornamental grasses and other perennial plant material for winter interest; all debris shall be legally disposed of off-site | 34,933   | SF       | \$ 800      | 0        | SF       | 0           | 5,400    | SF       |
| Litter/Trash Removal                  | Maintain litter/trash-free condition of all landscape beds throughout the year  | 1        | Lump Sum | \$ 0        | 0        | Lump Sum | 0           | 1        | Lump Sum |

| Hard Surface Maintenance |  |          |          |                                  |          |          |             |          |          |
|--------------------------|--|----------|----------|----------------------------------|----------|----------|-------------|----------|----------|
| Task                     | Specifications   | Quantity | Unit     | Annual Cost                      | Quantity | Unit     | Annual Cost | Quantity | Unit     |
| Weed Control             | Maintain weed-free condition of all concrete portions of medians within contract area shown on maps, all concrete areas within fence at BOTH aquatic centers, all rock areas under and around water slides at BOTH aquatic centers, and all concrete areas of the parking lot at Valley View Aquatic Center by regularly spot spraying with Roundup or City-approved equivalent and/or pulling weeds from April 1 to November 15 | 1        | Lump Sum | \$ 2,000                         | 1        | Lump Sum | \$ 500      | 1        | Lump Sum |
|                          |  |          |          | Street Medians Total             |          |          | \$ 49,106   |          |          |
|                          |  |          |          | Holiday Aquatic Center Total     |          |          | \$ 2,623    |          |          |
|                          |  |          |          | Valley View Aquatic Center Total |          |          | \$ 12,981   |          |          |

TOTAL ANNUAL COST (Street Medians + Aquatic Centers)

\$ 64,710

| Additional Bid Items  |  |          |                    |                                 |
|-----------------------|--|----------|--------------------|---------------------------------|
| Item                  | Specifications   | Quantity | Unit               | Cost                            |
| Perennial Replacement | Replace dead or missing perennial plant as requested by City; water replacement plant until established; include 1 year guarantee  | 1        | 1 gallon container | \$ 15 <sup>ea</sup>             |
| Tree Replacement      | Replace dead or missing tree as requested by City; water replacement tree until established; stake tree; include 1 year guarantee  | 1        | 2-1/2" caliper     | \$ 420 <sup>ea</sup>            |
| Bed Edging            | Edge landscape beds; remove any weeds/turfgrass within bed area; rake mulch out to edge  | 100      | LF                 | \$ 50 <sup>lin. ft.</sup> / 100 |
| Concrete Cleaning     | Blow debris off concrete portions of medians within contract area; debris may be blown into adjacent street; coordinate work with Public Works street sweeping schedule so that debris can be removed from street by Public Works Department within 24 hours | 1000     | SF                 | \$ 45 <sup>hour</sup> / hour    |

## NOTES

1. Traffic Control: Due to the nature of the median locations, traffic control and the safety of personnel and motorists is of the utmost importance. All access to medians shall be from street turn lanes, not from through/travel lanes, whenever possible. Equipment shall be entirely within the turn lane and out of the through/travel lane. Mowers and other equipment will need to be unloaded and loaded at each median and shall not be driven on the street between medians. If work needs to occur within or equipment needs to be located in a through/travel lane, the Contractor shall follow City of West Des Moines Public Works Department procedures for a lane closure. All traffic control procedures shall comply with the latest edition of Manual on Uniform Traffic Control Devices for Streets and Highways. All temporary traffic control provisions shall be furnished, erected, maintained and removed by the Contractor. Parking of private vehicles on right-of-way and/or closed streets will not be allowed.
2. The City shall have the option of adding medians to this contract at unit prices calculated from bid prices.
3. The City shall have the right to award a single contract that includes street medians and both aquatic centers or individual contracts for each area.

### Authorized Signature

*Mark Manning*

### Firm Name

Address

Phone

Fax

Reliable Property Services  
1850 SE Destination Dr. Ste. A, Grimes, IA 50111  
515-986-5850  
515-986-5851

### Contact Persons

Name

Phone

E-mail

Mark Manning  
515-401-0225  
markm@rpsmn.com

Name

Phone

E-mail

Matt DeDoncker  
515-986-5850  
matt@rpsmn.com

### References

Name

Phone

E-mail

Art Newman, Des Moines FM Group  
515-309-5851  
newmanaj@dschuck.org

Name

Phone

E-mail

Tina Padavich, Timberland Partners  
612-590-7939  
tpadavich@timberlandpartners.com

Name

Phone

E-mail

Eric Goodhue, Target Corporation  
515-745-7094  
eric.goodhue@target.com

NOTE: References are required to be local commercial customers  
Government customer references are preferred.

# Enhancement Proposal



**Reliable**  
PROPERTY SERVICES

**July 8, 2013**

**Customer:**

City of West Des Moines  
4200 Mills Civic Parkway  
West Des Moines, IA

**Reliable Property Services**  
1850 SE Destination Drive, Suite A  
Grimes, IA 50111  
Phone: 515-986-5850 • Fax: 515-986-5851  
Email: [service@rpsmn.com](mailto:service@rpsmn.com)  
Website: [www.rpsmn.com](http://www.rpsmn.com)

## DESCRIPTION OF WORK:

|  |          |                        |
|--|----------|------------------------|
| Water new plant beds on 60th St. - 6 total beds, price is per watering   | \$       | 250.00                 |
| Items to be performed in 2013 on new beds:   |          |                        |
| Mulch bed weed control, price is for remainder of the season   | \$       | 500.00                 |
| Trash pick -up   | included |                        |
| Fall Clean up - additional   | \$       | 150.00                 |
| Pricing for 2014 for new 60th St. beds:  |          |                        |
| Mulch maintenance, topdressing mulch   | \$       | 950.00                 |
| Spring clean up  | \$       | 500.00                 |
| Bed weeding for the season   | \$       | 500.00                 |
| Bed preemergent  | \$       | 100.00                 |
| Fall clean up  | \$       | 150.00                 |
|  |          |                        |
|  |          |                        |
|  |          |                        |
|  |          |                        |
|  |          |                        |
|  |          |                        |
|  |          |                        |
| We propose hereby to furnish materials and labor-complete in accordance with the above specifications, for the sum of: | \$       | 3,100.00               |
|  |          | PLUS TAX IF APPLICABLE |

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Reliable Property Services is authorized to do the work as specified.

**CUSTOMER SIGNATURE**

**DATE**

**RELIABLE SIGNATURE**

**DATE**

# Enhancement Proposal



**Reliable**  
PROPERTY SERVICES

**August 2, 2013**

**Customer:**

**City of West Des Moines**

**Reliable Property Services**

**1850 SE Destination Drive, Suite A**

**Grimes, IA 50111**

**Phone: 515-986-5850 • Fax: 515-986-5851**

**Email: [service@rpsmn.com](mailto:service@rpsmn.com)**

**Website: [www.rpsmn.com](http://www.rpsmn.com)**

## DESCRIPTION OF WORK:

### Remainder of 2013 Season:

|  |                  |
|--|------------------|
| <b>Hard Surface Weed Control - Medians on Jordan Creek Parkway between Ashworth Road and EP True Parkway</b> | <b>\$ 250.00</b> |
|--|------------------|

### Pricing for 2014 Season:

|  |                  |
|--|------------------|
| <b>Hard Surface Weed Control - Medians on Jordan Creek Parkway between Ashworth Road and EP True Parkway</b> | <b>\$ 500.00</b> |
|--|------------------|

**We propose hereby to furnish materials and labor-complete in accordance with the above specifications, for the sum of:**

**\$ 750.00**

**PLUS TAX IF APPLICABLE**

**The above prices, specifications, and conditions are satisfactory and are hereby accepted. Reliable Property Services is authorized to do the work as specified.**

**CUSTOMER SIGNATURE**

**DATE**

**RELIABLE SIGNATURE**

**DATE**

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**ITEM:****DATE:** September 8, 2015

Motion – Approving Amendment No. 2  
Professional Services Agreement  
Pine Avenue Improvements  
HR Green, Inc.

**FINANCIAL IMPACT:**

The original Professional Services Agreement was awarded to HR Green, Inc. in the amount of \$390,000.00. Amendment No. 1 increased the contract by \$125,000.00. Amendment No. 2 increases the amount of the contract by \$120,000.00 for a total cost of \$635,000.00. All costs for these services can be paid from budgeted account no. 4260.77.820.6.7920 with general fund money with the ultimate funding intended to come from TIF.

**BACKGROUND:**

HR Green is working under an agreement dated May 19, 2014 for Professional Consulting Services for the Pine Avenue Improvements Project. Approval of Amendment No. 2 includes updating the Pine Avenue and S. 8<sup>th</sup> Street intersection plans to accommodate moving forward with construction without easements north of Pine Avenue. This amendment also includes ongoing coordination between projects, drainage calculation updates, and plat preparation.

**RECOMMENDATION:**

City Council Adopt:

- Motion Approving Amendment No. 2 to the Professional Services Agreement.

**Lead Staff Member:** Duane C. Wittstock, P.E., L.S., City Engineer

**STAFF REVIEWS**

|                        |   |
|------------------------|---|
| Department Director    | Duane C. Wittstock, City Engineer <i>dcw</i>          |
| Appropriations/Finance | Tim Stiles, Finance Director <i>BS for Tim Stiles</i> |
| Legal                  | Richard Scieszinski, City Attorney                    |
| Agenda Acceptance      | <i>RTG</i>  |

**PUBLICATION(S) (if applicable)**

|                    |  |
|--------------------|--|
| Published In       |  |
| Dates(s) Published |  |

**SUBCOMMITTEE REVIEW (if applicable)**

|                |                 |    |       |
|----------------|-----------------|----|-------|
| Committee      | Public Works    |    |       |
| Date Reviewed  | August 31, 2015 |    |       |
| Recommendation | Yes             | No | Split |

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**  
**Pine Avenue Improvements, End of Paving to S 8th Street**  
**WDM Project Number: 0510-047-2014**  
**AMENDMENT No. 2**

**THIS AMENDMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between, the **CITY OF WEST DES MOINES, IOWA**, a municipal corporation, hereinafter referred to as the "City", and **HR GREEN, INC.** (Fed. I.D. # 42-0927178), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" hereby amends the original Agreement dated May 19, 2014 to include:

**Scope of Services:**

The Basic Services of the Consultant included in the original Scope of Services are amended to include updating the Pine Ave. and S. 8<sup>th</sup> Street intersection plans to accommodate moving forward with construction without easements north of Pine Ave. This amendment also includes ongoing coordination between projects, drainage calculation updates and plat preparation.

**Project Schedule;**

The time of completion of the professional services are revised as follows with this amendment;

|     |                                  |                          |
|-----|----------------------------------|--------------------------|
| I.  | Basic Services of the Consultant |                          |
|     | A. Preliminary Plans             | May 2014 - February 2015 |
|     | B. Final Plans                   | March 2015 – August 2015 |
|     | C. Project Lettings              | July and August 2015     |
|     | D. Construction Administration   | Summer / Fall 2015       |
| II. | Resident Engineering             | Summer / Fall 2015       |

In consideration for these services, the City agrees to adjust the compensation for services performed by the Consultant. These fees are based on the standard hourly rates of the Engineer's personnel actually engaged in the performance of the services, plus direct out-of-pocket costs for expenses incurred by personnel who are actually engaged in the work and other direct costs. The total Cost Plus Not-to-Exceed fees for the professional engineering services as described in this amendment are as follows:

|                                |                     |               |
|--------------------------------|---------------------|---------------|
| Basic Services of the Engineer | Increased Total by: | \$ 120,000.00 |
| Resident Engineering           | No Change           |               |

THIS AMENDMENT is subject to all provisions of the original Agreement.

THIS AMENDMENT, together with the original Agreement represents the entire and integrated AGREEMENT between the City and Engineer.

THIS AMENDMENT executed the day and year written above.

**HR GREEN, INC.**

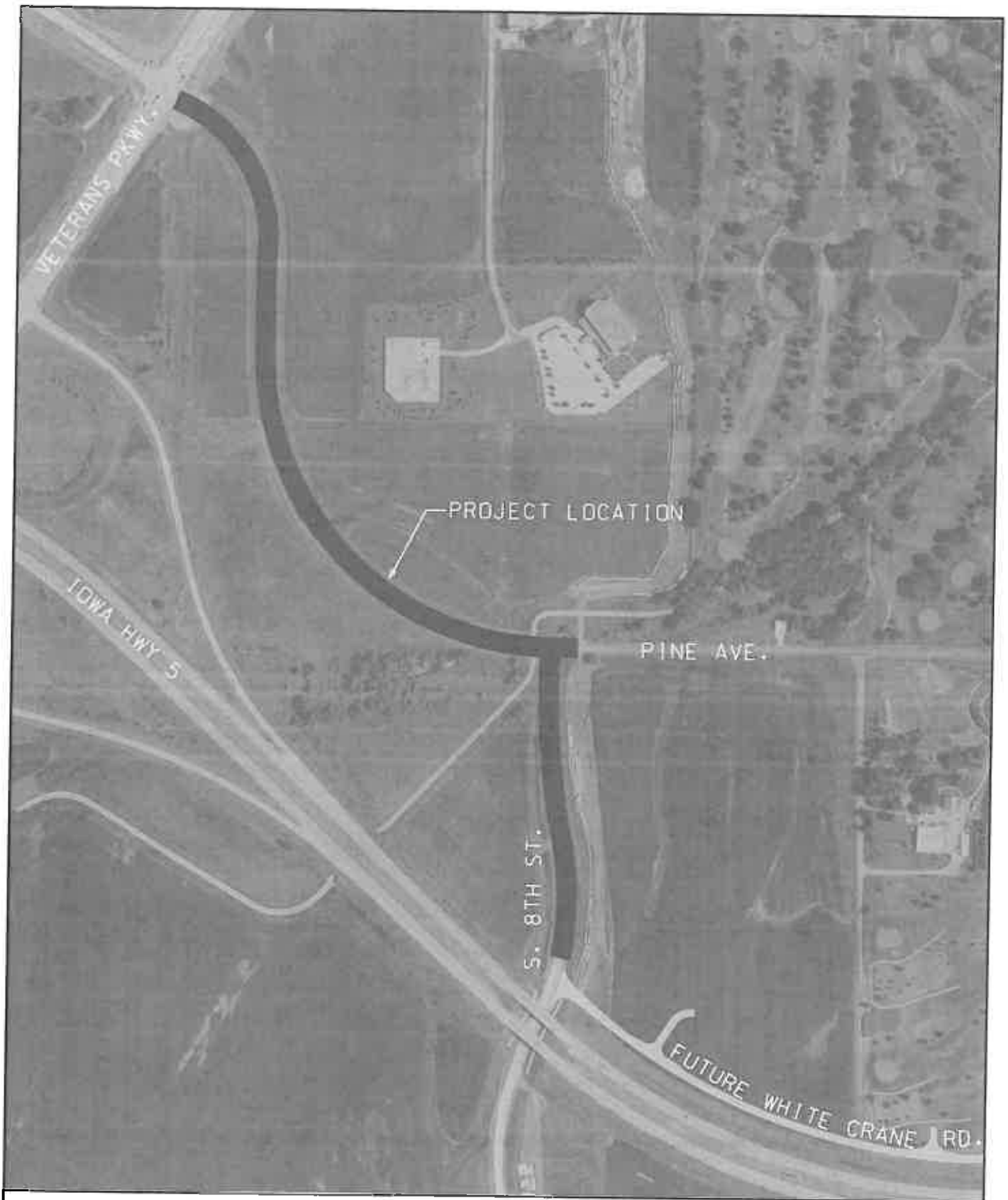
**CITY OF WEST DES MOINES, IOWA**

By: \_\_\_\_\_

By: \_\_\_\_\_

David J. Moermond, Vice President

Ryan T. Jacobson, City Clerk



PINE AVE. AND S. 8TH STREET  
WEST DES MOINES, IOWA  
PROJECT NO. 0510-079-2014



0 FEET 500



PROJECT LOCATION: 

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**4(g)1**

**DATE: September 8, 2015**

**ITEM:**

Resolution - Ordering Construction  
Dixie Acres Sanitary Sewer

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost for the Dixie Acres Sanitary Sewer project is \$179,807.00. Payments will be made from budgeted account no. 8110.80.440.3.4500 with the ultimate funding intended to come from Sewer Fee Revenues. Applicable connection fees to be paid in full at the time of requested connection per the Dixie Acres Sanitary Sewer Connection Fee District established on July 13, 2015 per Ordinance No. 2103.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, September 16, 2015, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, September 21, 2015. The contract would be awarded on Monday, September 21, 2015, and work would begin shortly thereafter.

The Dixie Acres Sanitary Sewer project includes the installation of an eight-inch (8") gravity sanitary sewer along the north side of Ashworth Road between 54<sup>th</sup> Street and 55<sup>th</sup> Street and along the west side of 54<sup>th</sup> Street. The sanitary sewer will eventually serve eight (8) existing homes along 54<sup>th</sup> Street just north of Ashworth Road that currently have on-site sewage treatment systems.

Work can begin shortly after the award of the contract and will be substantially completed by November 30, 2015 with surface restoration being completed by May 1, 2016.

**OUTSTANDING ISSUES:**     None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Ordering Construction of Dixie Acres Sanitary Sewer
- Fixing 2:00 p.m. on Wednesday, September 16, 2015, as time and date for project Bid Letting
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

**Lead Staff Member:** Duane C. Wittstock, P.E., L.S.

**STAFF REVIEWS**

|                        |  |
|------------------------|--|
| Department Director    | Duane C. Wittstock, P.E., L.S. <i>DW</i>     |
| Appropriations/Finance | Tim Stiles, Finance Director <i>TS</i>       |
| Legal                  | Richard Scieszinski, City Attorney <i>RS</i> |
| Agenda Acceptance      | <i>RTG</i>                                   |

**PUBLICATION(S) (if applicable)**

|                    |  |
|--------------------|--|
| Published In       |  |
| Dates(s) Published |  |

**SUBCOMMITTEE REVIEW (if applicable)**

|                |                 |    |       |
|----------------|-----------------|----|-------|
| Committee      | Public Works    |    |       |
| Date Reviewed  | August 31, 2015 |    |       |
| Recommendation | Yes             | No | Split |

**Resolution Ordering Construction and  
Notice of Public Hearing on Plans, Specifications,  
Form of Contract, Estimate of Cost, and  
Directing Advertisement for Bids**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the following described public improvement:

**Dixie Acres Sanitary Sewer  
Project No. 0510-039-2015**

is hereby ordered constructed according to the Plans and Specifications prepared by the Engineering Division of the City of West Des Moines and now on file in the office of City Clerk.

**BE IT FURTHER RESOLVED**, that the detailed Plans and Specifications, Form of Contract, Bid Security, and Notice to Bidders are hereby approved, subject to hearing thereon, and that the same are now on file in the office of City Clerk for public inspection.

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, September 21, 2015, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than four (4) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, September 16, 2015.

**BE IT FURTHER RESOLVED**, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk or City Clerk designee at 2:00 p.m. on Wednesday, September 16, 2015, and the results of said bids shall be considered at a meeting of this Council on Monday, September 21, 2015, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** this 8th day of September, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES, IOWA  
DIXIE ACRES SANITARY SEWER

01-Sep-15

| Description                      | Unit | Estimated<br>Quantity | Unit<br>Price | Extended<br>Price |
|----------------------------------|------|-----------------------|---------------|-------------------|
| 1 8" Sanitary Sewer in Place     | LF   | 643                   | \$120         | \$77,160          |
| 2 6" Sewer Service Pipe          | LF   | 264                   | \$60          | \$15,840          |
| 3 6" Sewer Service Wyes          | EA   | 8                     | \$300         | \$2,400           |
| 4 Manhole-Type SW-301-48"        | EA   | 3                     | \$4,500       | \$13,500          |
| 5 Connection to Existing Manhole | EA   | 1                     | \$2,500       | \$2,500           |
| 6 7" PCC Pavement                | SY   | 258                   | \$70          | \$18,060          |
| 7 6" PCC Driveway                | SY   | 185                   | \$65          | \$12,025          |
| 8 4" PCC Sidewalk                | SY   | 171                   | \$50          | \$8,550           |
| 9 Temporary Granular Surfacing   | Ton  | 30                    | \$20          | \$600             |
| 10 Sodding                       | SQ   | 220                   | \$55          | \$12,100          |
| 11 Video Inspection              | LF   | 643                   | \$4           | \$2,572           |
| 12 Erosion Control               | LS   | 1                     | \$3,000       | \$3,000           |
| 13 Traffic Control               | LS   | 1                     | \$7,500       | \$7,500           |
| 14 Construction Staking          | LS   | 1                     | \$4,000       | \$4,000           |
| ESTIMATED CONSTRUCTION COST      |      |                       |               | \$179,807         |

# Dixie Acres Sanitary Sewer Connection Fee District

1024

1025

1016

1017

1008

1009

Proposed 8"  
Sanitary Sewer

5401

5345

54th Street

Ashworth Road



**DEPARTMENT OF ENGINEERING SERVICES**  
4200 MILLS CIVIC PARKWAY (515) 222-3620  
WEST DES MOINES, IOWA 50265  
FAX NO. (515) 273-0602

PROJECT:

**Dixie Acres Sanitary Sewer  
Project No. 0510-039-2015**

LOCATION:

**Dixie Acres Plat 1 (54th & Ashworth)**

DRAWN BY: JMS

DATE: 09/08/15

SHT. 1 OF 1

4(g)2

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 8, 2015**

**ITEM:**

Resolution - Ordering Construction  
2015 Citywide Energy Savings

**FINANCIAL IMPACT:**

The Engineering estimate of construction cost for the 2015 Citywide Energy Savings project is \$201,108.00. There is \$78,000.00 budgeted in the current fiscal year. It is anticipated that the City will receive approximately \$39,000.00 in rebates for the City Hall work and \$32,000.00 in rebates for the Library work leaving an estimated \$52,108.00 budget shortfall. Annual energy savings as a result of this work are estimated to be \$10,400.00 the City Hall and \$16,142.00 for the Library. Staff is recommending utilizing other funds for the anticipated budget shortfall due to the long term positive economic impact of the project. Payments will be made from budgeted account no. 7510.75.860.6.7910 with the ultimate funding intended to come from General Fund, Capital Improvements.

**BACKGROUND:**

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, September 16, 2015, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, September 21, 2015. The contract would be awarded on Monday, September 21, 2015, and work will begin shortly thereafter.

The City Hall and Library buildings are the last phase of the major City buildings identified for interior lighting retrofits. Recent advances in technology have resulted in the availability of direct replacement LED lamps for lineal florescent fixtures. Rebates from MidAmerican Energy are available for the lamp replacement.

The completion date for the project is December 5, 2015.

**OUT STANDING ISSUES:**    None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Ordering Construction of 2015 Citywide Energy Savings.
- Fixing 2:00 p.m. on Wednesday, September 16, 2015, as time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

**Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer**

**STAFF REVIEWS**

|                        |   |
|------------------------|---|
| Department Director    | Duane C. Wittstock, P.E., L.S., City Engineer |
| Appropriations/Finance | Tim Stiles, Finance Director                  |
| Legal                  | Richard Scieszinski, City Attorney            |
| Agenda Acceptance      |   |

**PUBLICATION(S) (if applicable)**

|                    |  |
|--------------------|--|
| Published In       |  |
| Dates(s) Published |  |

**SUBCOMMITTEE REVIEW (if applicable)**

|                |                 |    |       |
|----------------|-----------------|----|-------|
| Committee      | Public Works    |    |       |
| Date Reviewed  | August 31, 2015 |    |       |
| Recommendation | Yes             | No | Split |

**Resolution Ordering Construction and  
Notice of Public Hearing on Plans, Specifications,  
Form of Contract, Estimate of Cost, and  
Directing Advertisement for Bids**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the following described public improvement:

**2015 Citywide Energy Savings  
Project No. 0510-047-2015**

is hereby ordered constructed according to the Plans and Specifications prepared by Engineering Services of the City of West Des Moines and now on file in the office of City Clerk.

**BE IT FURTHER RESOLVED**, that the detailed Plans and Specifications, Form of Contract, Bid Security, and Notice to Bidders are hereby approved, subject to hearing thereon, and that the same are now on file in the office of City Clerk for public inspection.

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, September 21, 2015, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than four (4) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, September 16, 2015.

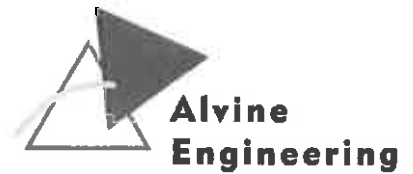
**BE IT FURTHER RESOLVED**, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk or City Clerk designee at 2:00 p.m. on Wednesday, September 16, 2015, and the results of said bids shall be considered at a meeting of this Council on Monday, September 21, 2015, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

**PASSED AND APPROVED** this **8th** day of **September, 2015**.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk



**OPINION OF PROBABLE COST**


**FOR**

**2015 Citywide Energy Savings**

**WEST DES MOINES, IOWA**

PROJECT NO. 0510-047-2015

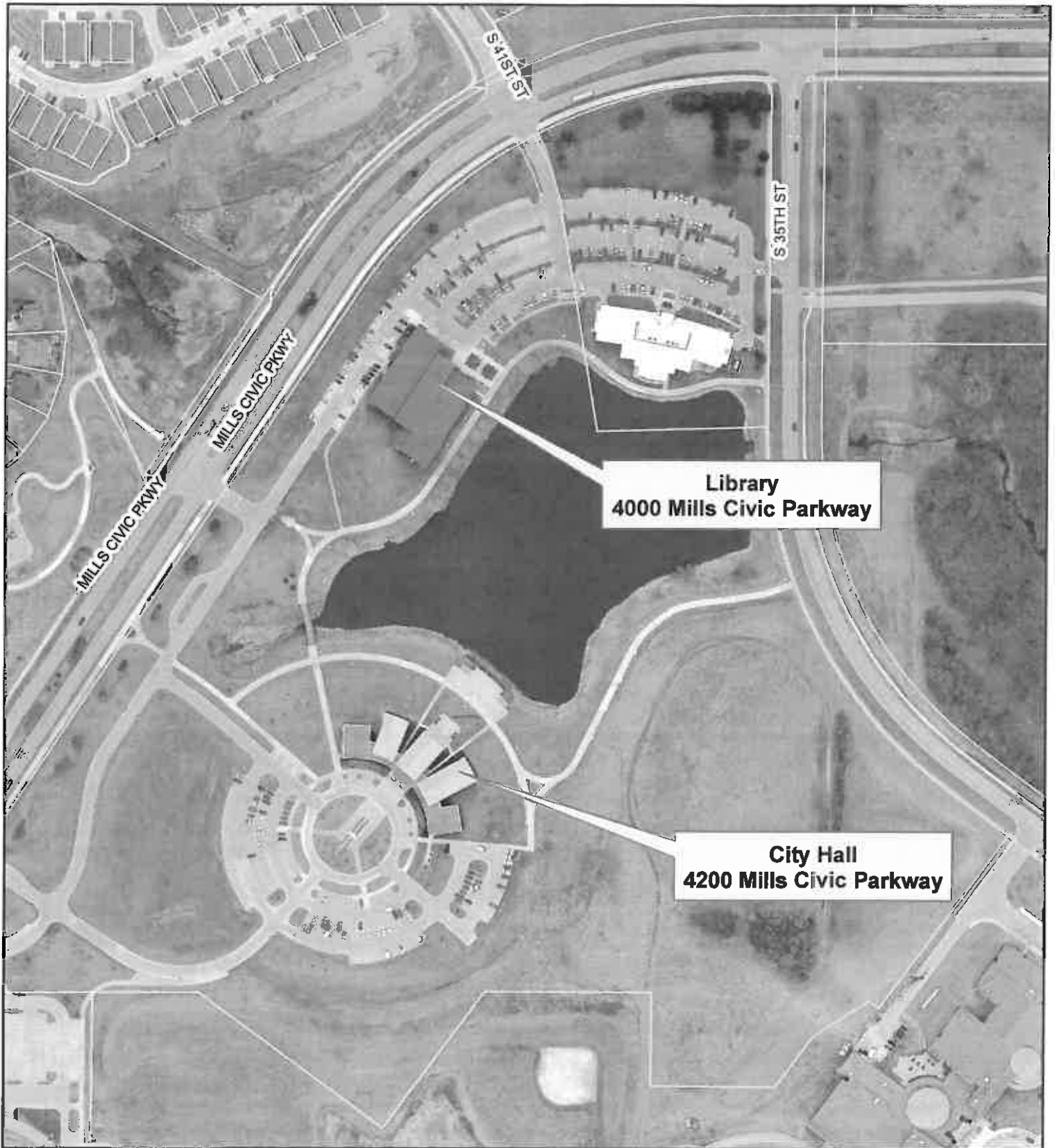
AUGUST 31, 2015

|   |   |
|---|---|
|  | I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. |
|   | <u>Andrew R. Venzke</u> 8/31/2015   |
|   | Andrew R. Venzke (date)   |
|   | My license renewal date is December 31, 2015  |
|   | Pages or sheets covered by this seal:   |
|   | Attached Cost Opinions  |

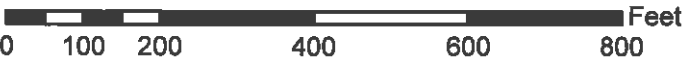
*The attached Opinion of Probable Cost represents the opinion of Alvine Engineering of construction costs based on documentation developed to the level of detail indicated and should not be considered firm bid costs or a guaranteed maximum price. All costs provided are costs to Prime and do not include Prime Contractor overhead and profit. This statement does include subcontractor overhead and profit and, where applicable, sales tax on materials and performance bond. Design contingency, if noted, is included as determined appropriate for the level of design.*

| <b>ALVINE ENGINEERING</b>       |           |      |           | <b>DATE PREPARED</b>  |           |                   |                  |
|---------------------------------|-----------|------|-----------|---|-----------|-------------------|------------------|
| <b>OPINION OF PROBABLE COST</b> |           |      |           | 8/31/2015   |           | City Hall         |                  |
| <b>PROJECT</b>                  |           |      |           | <b>BASIS FOR ESTIMATE</b>   |           |                   |                  |
| West Des Moines City Hall       |           |      |           | CODE A (NO DESIGN COMPLETED)<br>CODE B (PRELIMINARY DESIGN)<br>X CODE C (FINAL DESIGN)<br>OTHER (SPECIFY) |           |                   |                  |
| <b>LOCATION</b>                 |           |      |           |   |           |                   |                  |
| West Des Moines, IA             |           |      |           |   |           |                   |                  |
| <b>ENGINEER</b>                 |           |      |           |   |           |                   |                  |
| NAA                             |           |      |           |   |           |                   |                  |
| <b>PROJECT NO.</b>              |           |      |           | <b>ESTIMATOR</b>  |           | <b>CHECKED BY</b> |                  |
| 2015 4988                       |           |      |           | NAA   |           |                   |                  |
| ITEM                            | QUANTITY  |      | MATERIAL  |   | LABOR     |                   | TOTAL COST       |
|                                 | NO. UNITS | UNIT | UNIT RATE | TOTAL   | UNIT RATE | TOTAL             |                  |
| <b>PROJECT SUMMARY</b>          |           |      |           |   |           |                   |                  |
| City Hall - Fixture Type 1      | 1         | EA   | \$200.38  | \$200   | \$72.86   | \$73              | \$273            |
| City Hall - Fixture Type 2      | 79        | EA   | \$212.52  | \$16,789  | \$72.86   | \$5,756           | \$22,545         |
| City Hall - Fixture Type 3      | 31        | EA   | \$248.95  | \$7,718   | \$72.86   | \$2,259           | \$9,976          |
| City Hall - Fixture Type 4      | 74        | EA   | \$61.93   | \$4,583   | \$36.43   | \$2,696           | \$7,279          |
| City Hall - Fixture Type 5      | 259       | EA   | \$123.87  | \$32,082  | \$72.86   | \$18,872          | \$50,954         |
| City Hall - Fixture Type 6      | 26        | EA   | \$61.93   | \$1,610   | \$54.65   | \$1,421           | \$3,031          |
| City Hall - Fixture Type 7      | 15        | EA   | \$20.64   | \$310   | \$18.22   | \$273             | \$583            |
| City Hall - Fixture Type 8      | 92        | EA   | \$200.38  | \$18,435  | \$72.86   | \$6,703           | \$25,138         |
| City Hall - Fixture Type 9      | 71        | EA   | \$43.72   | \$3,104   | \$54.65   | \$3,880           | \$6,984          |
| City Hall - Lamp Disposal       | 2,502     | EA   | \$0.70    | \$1,762   |           |                   | \$1,762          |
|                                 |           |      |           |   |           |                   |                  |
| <b>Total Electrical Cost</b>    |           |      |           | <b>\$86,593</b>   |           | <b>\$41,933</b>   | <b>\$128,526</b> |

| <b>ALVINE ENGINEERING</b>       |           |      |           | <b>DATE PREPARED</b>      |           |                   |                 |
|---------------------------------|-----------|------|-----------|---------------------------|-----------|-------------------|-----------------|
| <b>OPINION OF PROBABLE COST</b> |           |      |           | <b>8/31/2015</b>          |           | <b>Library</b>    |                 |
| <b>PROJECT</b>                  |           |      |           | <b>BASIS FOR ESTIMATE</b> |           |                   |                 |
| <b>West Des Moines Library</b>  |           |      |           |                           |           |                   |                 |
| <b>LOCATION</b>                 |           |      |           |                           |           |                   |                 |
| <b>West Des Moines, IA</b>      |           |      |           |                           |           |                   |                 |
| <b>ENGINEER</b>                 |           |      |           |                           |           |                   |                 |
| <b>NAA</b>                      |           |      |           |                           |           |                   |                 |
| <b>PROJECT NO.</b>              |           |      |           | <b>ESTIMATOR</b>          |           | <b>CHECKED BY</b> |                 |
| <b>2015 4988</b>                |           |      |           | <b>NAA</b>                |           |                   |                 |
| ITEM                            | QUANTITY  |      | MATERIAL  |                           | LABOR     |                   | TOTAL COST      |
|                                 | NO. UNITS | UNIT | UNIT RATE | TOTAL                     | UNIT RATE | TOTAL             |                 |
| <b>PROJECT SUMMARY</b>          |           |      |           |                           |           |                   |                 |
| Library - Fixture Type 1        | 55        | EA   | \$200.38  | \$11,021                  | \$72.86   | \$4,008           | \$15,028        |
| Library - Fixture Type 2        | 14        | EA   | \$41.29   | \$578                     | \$24.29   | \$340             | \$918           |
| Library - Fixture Type 3        | 2         | EA   | \$20.64   | \$41                      | \$12.14   | \$24              | \$66            |
| Library - Fixture Type 4        | 4         | EA   | \$61.93   | \$248                     | \$18.22   | \$73              | \$321           |
| Library - Fixture Type 5        | 13        | EA   | \$123.87  | \$1,610                   | \$36.43   | \$474             | \$2,084         |
| Library - Fixture Type 6        | 35        | EA   | \$185.80  | \$6,503                   | \$54.65   | \$1,913           | \$8,416         |
| Library - Fixture Type 7        | 44        | EA   | \$247.74  | \$10,900                  | \$72.86   | \$3,206           | \$14,106        |
| Library - Fixture Type 8        | 11        | EA   | \$371.61  | \$4,088                   | \$109.30  | \$1,202           | \$5,290         |
| Library - Fixture Type 9        | 12        | EA   | \$82.58   | \$991                     | \$36.43   | \$437             | \$1,428         |
| Library - Fixture Type 10       | 1         | EA   | \$185.80  | \$186                     | \$54.65   | \$55              | \$240           |
| Library - Fixture Type 11       | 1         | EA   | \$371.61  | \$372                     | \$109.30  | \$109             | \$481           |
| Library - Fixture Type 12       | 121       | EA   | \$61.93   | \$7,494                   | \$54.65   | \$6,612           | \$14,106        |
| Library - Fixture Type 13       | 7         | EA   | \$82.58   | \$578                     | \$72.86   | \$510             | \$1,088         |
| Library - Fixture Type 14       | 41        | EA   | \$41.29   | \$1,693                   | \$36.43   | \$1,494           | \$3,187         |
| Library - Fixture Type 15       | 10        | EA   | \$82.58   | \$826                     | \$36.43   | \$364             | \$1,190         |
| Library - Fixture Type 16       | 3         | EA   | \$41.29   | \$124                     | \$36.43   | \$109             | \$233           |
| Library - Fixture Type 17       | 17        | EA   | \$41.29   | \$702                     | \$36.43   | \$619             | \$1,321         |
| Library - Fixture Type 18       | 4         | EA   | \$82.58   | \$330                     | \$72.86   | \$291             | \$622           |
| Library - Fixture Type 19       | 14        | EA   | \$41.29   | \$578                     | \$36.43   | \$510             | \$1,088         |
| Library - Lamp Disposal         | 1,943     | EA   | \$0.70    | \$1,369                   |           |                   | \$1,369         |
|                                 |           |      |           |                           |           |                   |                 |
| <b>Total Electrical Cost</b>    |           |      |           | <b>\$50,231</b>           |           | <b>\$22,351</b>   | <b>\$72,582</b> |



**Location Map**  
**City Hall and Library**



**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 8, 2015**

**ITEM:**

Resolution - Application for Iowa Clean Air Attainment Program (ICAAP) Funds  
Adaptive traffic signal controls on the 1<sup>st</sup> Street, 8<sup>th</sup> Street, Grand Avenue and Railroad Avenue corridors

**FINANCIAL IMPACT:**

The estimated cost for the project is \$500,000.00. This application would be for 80% of the project cost, or \$400,000.00 of ICAAP funds for this improvement. If successful, the ICAAP funds would be available October 2016. Payments will be made from budgeted account number 3514.75.820.6.7910.

**BACKGROUND:**

The Iowa DOT administers the ICAAP on a statewide competitive application basis and awards federal funds to those proposals with the highest potential for reducing transportation related air pollution and congestion.

The project is for the purchase of adaptive traffic signal control at twelve existing signalized intersections in the East Traffic Network Zone in West Des Moines. The intersections are located on the 1<sup>st</sup> Street, 8<sup>th</sup> Street, Grand Avenue and Railroad Avenue corridors.

The intersections along 1<sup>st</sup> Street include Railroad Avenue and Lincoln Street. The intersections along 8<sup>th</sup> Street include Ashworth Road, Office Park Road and South I-235 Ramp. The intersections along Grand Avenue include 4<sup>th</sup> Street, 8<sup>th</sup> Street, 13<sup>th</sup> Street, Vine Street, and Railroad Avenue. The intersections along Railroad Avenue include 8<sup>th</sup> Street and Fuller Road.

Adaptive traffic signal control has been deployed by the City of West Des Moines at 44 intersections, 15 intersections on Jordan Creek Parkway, 13 intersections on Mills Civic Parkway, 9 intersections on Valley West Drive, 5 intersections on 22<sup>nd</sup> Street and 2 intersections on 1<sup>st</sup> Street. A deployment of adaptive traffic signal control is underway at 18 intersections on University Avenue which will bring to 62 the number of signals under adaptive traffic control in the city. ICAAP funding has also been received to install adaptive traffic signal control at 13 intersections on 50<sup>th</sup> Street and 60<sup>th</sup> Street.




Our existing deployments have resulted in reductions in stops, travel time, fuel consumption, vehicle emissions and crashes on the arterial signal systems that are under adaptive traffic control.

**RECOMMENDATION:**

City Council Adopt:

Resolution authorizing application for ICAAP funds for the purchase of adaptive traffic signal control equipment at twelve existing signalized intersections on the 1<sup>st</sup> Street, 8<sup>th</sup> Street, Grand Avenue and Railroad Avenue corridors.

Lead Staff Member: Jim Dickinson, P.E.**STAFF REVIEWS**

|                        |            |   |
|------------------------|------------|---|
| Department Director    | Bret Hodne |  |
| Appropriations/Finance | Tim Stiles |  |
| Legal                  |            |   |
| Agenda Acceptance      |            |  |

**PUBLICATION(S) (if applicable)**

|                    |  |
|--------------------|--|
| Published In       |  |
| Dates(s) Published |  |

**SUBCOMMITTEE REVIEW (if applicable)**

|                |                 |    |       |
|----------------|-----------------|----|-------|
| Committee      | Public Works    |    |       |
| Date Reviewed  | August 31, 2015 |    |       |
| Recommendation | Yes             | No | Split |

**RESOLUTION APPROVING GRANT APPLICATION  
FOR IOWA CLEAN AIR ATTAINMENT PROGRAM (ICAAP) FUNDS**

**WHEREAS**, the City Council of the City of West Des Moines strongly promotes the reduction of traffic congestion and the protection of our environment,

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, authorization is given to apply for Iowa Clean Air Attainment Program (ICAAP) Funds for the purchase of adaptive traffic signal control at twelve existing signalized intersections located on the 1<sup>st</sup> Street, 8<sup>th</sup> Street, Grand Avenue and Railroad Avenue corridors.

**BE IT FURTHER RESOLVED**, that if the projects are funded, the City of West Des Moines will commit the necessary local matching funding for project implementation and adequately maintain the completed project for its intended public use following project completion.

**PASSED AND APPROVED** this 8th day of September, 2015.

---

Steven K. Gaer, Mayor

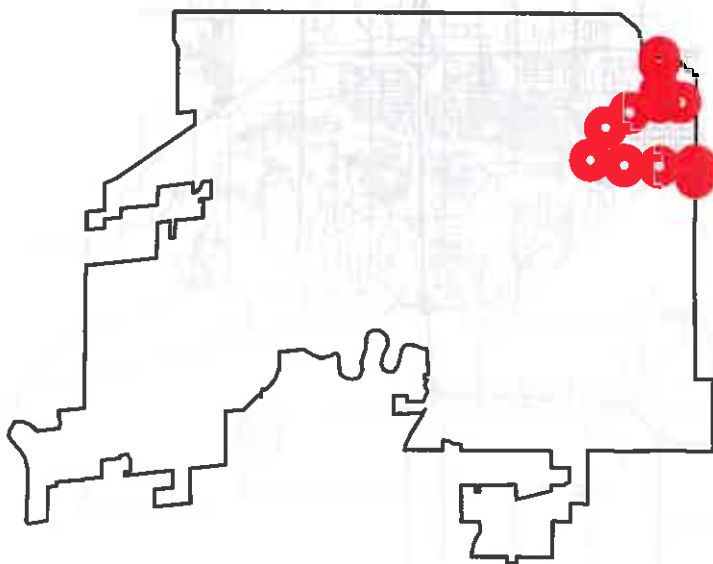
ATTEST:

---

Ryan Jacobson  
City Clerk



### VICINITY MAP



### LEGEND

PROJECT LOCATION



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**  
560 S. 16TH STREET (515)222-3475  
WEST DES MOINES, IOWA 50265  
FAX NO. (515)222-3478

PROJECT:

**ICAAP Funding**

LOCATION:

**Various Locations In West Des Moines**

DRAWN BY: REF

DATE: 8/25/2015

SHT. 1 OF 1

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**4(i)1**

**ITEM:**

**DATE: September 8, 2015**

Resolution - Approving Professional Services Agreement  
Right-of-Way Acquisition Services  
Universal Field Services, Inc.

**FINANCIAL IMPACT:**

The cost of the Professional Services associated with right-of-way acquisition will not exceed \$100,000.00. Billings will be invoiced at the rates shown in the scope of services, including expenses for right-of-way acquisition services and compensation estimating services. Costs for these services will be charged to the appropriate capital improvement accounts depending on the project. The accounts and ultimate funding sources will be determined by the Finance Director. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council.

**BACKGROUND:**

Approval of this action authorizes Universal Field Services, Inc. to perform the professional services necessary for property acquisitions and preparation of compensation estimates on behalf of the City for Capital Improvement Projects. Upon concurrence, the City Clerk is authorized to enter into the contract(s). The period of the contract(s) will not exceed 18 months unless agreed upon by both parties.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past consultant evaluation. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

**OUTSTANDING ISSUES:**     None.

**RECOMMENDATION:**

City Council Adopt:  
- Resolution Approving Professional Services Agreement.

**Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer**

**STAFF REVIEWS**

|                        |   |
|------------------------|---|
| Department Director    | Duane C. Wittstock, City Engineer                       |
| Appropriations/Finance | Tim Stiles, Finance Director <i>Boys for Tim Stiles</i> |
| Legal                  | Richard Scieszinski, City Attorney                      |
| Agenda Acceptance      | <i>RTG</i>  |

**PUBLICATION(S) (if applicable)**

|                    |  |
|--------------------|--|
| Published In       |  |
| Dates(s) Published |  |

**SUBCOMMITTEE REVIEW (if applicable)**

|                |                 |    |       |
|----------------|-----------------|----|-------|
| Committee      | Public Works    |    |       |
| Date Reviewed  | August 31, 2015 |    |       |
| Recommendation | Yes             | No | Split |

## **Resolution Approving Professional Services Agreement**

**WHEREAS**, funding is available for the following described capital improvement work:

**Right-of-Way Acquisition Services  
Project No. 0030-030-2015**

**and,**

**WHEREAS**, the City from time-to-time has right-of-way acquisition needs associated with Capital Improvement Projects; and,

**WHEREAS**, Engineering Services Department staff have recommended the right-of-way acquisition and compensation estimate services be provided by a real estate professional, and,

**WHEREAS**, the Engineering Services Department has obtained a written proposal from Universal Field Services, Inc., to perform the work requested at an hourly rate not to exceed the amount shown below;

**Basic Services of the Consultant      \$ 100,000.00**

Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that Universal Field Services, Inc. is hereby directed to perform the work for right-of-way acquisition services on an as-needed basis not to exceed a period of 18 months.

**BE IT FURTHER RESOLVED**, that the City Clerk is authorized and directed to enter into an agreement with Universal Field Services, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

**PASSED AND APPROVED** this 8<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 8th day of September, 2015, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Universal Field Services, Inc. (Fed. I.D. # 73-0676799), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

### 1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

### 2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

### 3. COMPENSATION

- A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

|                                     |                      |
|-------------------------------------|----------------------|
| I. Basic Services of the Consultant | \$ <u>100,000.00</u> |
| II. Resident Consultant Services    | \$ <u>N/A</u>        |

- B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

### 4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable

insurance certificates with the City, and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

#### 5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

##### FOR THE CITY:

Name: City of West Des Moines  
Attn: Ryan T. Jacobson, City Clerk  
Address: 4200 Mills Civic Parkway  
City, State: West Des Moines, IA 50265-0320

##### FOR THE CONSULTANT:

Name: Universal Field Services, Inc.  
Attn: Kenneth Wunsch  
Address: 3815 NW 109<sup>th</sup> St. Suit B  
City, State: Urbandale, IA 50322

#### 6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

#### 7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

#### 8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit

to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation

to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

#### 14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

#### 15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

#### 16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

#### 17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

#### 18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain

workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.


23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

UNIVERSAL FIELD SERVICES, INC.

CITY OF WEST DES MOINES

BY:   
Kenneth Wunsch, Manager Midwest Region

BY: \_\_\_\_\_  
Ryan T. Jacobson, City Clerk

## Attachment 1

### Scope of Services

**Purpose** - Universal Field Services (Universal) will provide right of way acquisition services to the City of West Des Moines (City) as an "on-call" contract. The initial need of the City is for different levels of right of way assistance as it relates to capital improvement projects involving approximately 200 parcels over the next calendar year. Universal understands the specific services for any assigned project might vary in requirements and schedule. All services will be completed in accordance with City policies and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The general scope for this contract includes, but is not limited to the following:

1. **Coordinate and Determine Project Management**
2. **Right of Entry/Survey Consent**
3. **Landowner Notification and Public Meetings**
4. **Coordination of Title Searches**
5. **Determination of Parcels Requiring MAI Appraisals**
6. **Market Analysis/Compensation Estimates (Appraisal Waiver Process)**
7. **Preparation of Acquisition Documents**
8. **Acquisition Negotiations with Landowners and Tenants**
9. **File Completion and Delivery to Legal for Closing**
10. **Witness Services during Condemnation**

**1. Determine Project Management** - once authorized to proceed for a project, our project team will meet with City staff to clarify expectations, policies, and procedures. At this meeting, a thorough review of the activities to be performed under the scope of work will be conducted along with the establishment of a detailed work plan. Project Manager, Ken Wunsch and Agent, Adam Ibrahim, will report directly to the City's Project Manager and will be responsible for ensuring all the activities are performed in strict accordance with the City's policies and procedures. All Agents, including subconsultants, will report directly to Universal's Project Manager, who will report to the City.

Universal will ensure that all properties are acquired and all eligible parties provided with relocation assistance in accordance with the policies and procedures of the State and Federal Statutes, Rules and Regulations, particularly the Uniform Act.

The following is a summary of *basic tasks* to accomplish:

- ◆ **Project Management**
  - Develop and Administer Staff Assignments
  - Prepare bi-Monthly and as needed Reports
  - Miscellaneous Project Oversight
  - Maintain Master File of Parcel Information
- ◆ **Acquisition Management**
  - Pre-Acquisition/Relocation Activities Coordination such as Title and Appraisal Services
  - Acquisition Negotiations
  - Relocation Assistance Services, if needed
  - Title Services Coordination
  - Closing Services (Optional)



- Property Management
- Records Management
- ◆ **Project Administration**
  - Data Management Coordination
  - Quality Assurance
  - Digital Photos as needed
  - Additional Duties

## **2. Right of Entry/Survey Consent**

Agent will contact landowners and tenants for signatures for access.

Agent will coordinate property ownership research and title work with a title company, when necessary.

## **3. Landowner Notification and Public Meetings**

Agent will coordinate the mailing of notifications to landowners.

City will complete notices under Subsection 6b.2A for agricultural properties as identified by Agent.

Universal Supervisor and/or Agent will be available to attend and assist at Public Meetings.

## **4. Coordination of Title Searches**

City to review and preapprove third-party title company and costs for completing title work.

Preference is to use title companies based within applicable county.

Universal will work closely with the chosen title company to make sure that good title is obtained. These services include:

- Reviewing updated title.
- Assist title company in obtaining releases of liens, mortgages, encumbrances of record, etc.
- Prepare warrant requests and deliver to the City with proper supporting documentation, including recommended resolution of title issues.
- Coordinate closings and attend to all meetings.
- Review the final title policy to make sure that it reflects only those title exceptions that the City has agreed to accept.
- Submit a completed property acquisition report for each property, including transfer of pertinent correspondence and files to the City.

## **5. Determine of Parcels Requiring MAI Appraisals**

Appraisals to be completed by third party contract.

City to review and preapprove third party appraiser and costs for completing appraisals.

Agent will coordinate appraisals with third party MAI appraiser as a reimbursable expense

The appraisal must include:

- Appraised fair market value of the real property.
- Buildings on the property or improvements.
- Severance damages, and loss of access.

- It may also include any change in the market value of leasehold interest, if applicable.

#### **6. Market Analysis/Compensation Estimates (Appraisal Waiver Process)**

Agent shall develop compensation estimates for uncomplicated acquisitions less than \$10,000 including relevant background information and comparable sales.

If the appraiser waiver process is used, the Agent will use the Offer to Purchase compensation estimate form provide by the City. All documentation supporting the settlement will be prepared and submitted to the City and will contain a closing statement that "this settlement is made in the best interest of the public".

#### **7. Preparation of Acquisition Documents**

##### **Land Acquisition Procedures and Forms**

- Review land acquisition procedures needed for the project
- Prepare forms to be utilized for the required services
- Prepare Acquisition brochures summarizing the land acquisition process. The brochure is to be given to all persons affected by the project.
- Review aerial photos and maps

##### **Relocation Procedures and Forms**

- Review relocation procedures needed for the project
- Prepare forms to be utilized for the required services
- Prepare Relocation brochures summarizing the relocation assistance process. The brochure is to be given to residential and business occupants affected by the project

#### **8. Acquisition Negotiations with Landowners and Tenants**

Acquisition services include all contacts with affected property owner(s) and major leaseholder(s) of property for the purpose of negotiating the purchase of the real property interest.

##### **Acquisition Services to be provided include:**

- Prepare the offer letter and other related documents based upon the review appraiser's fair market value.
- Prepare purchase agreement and conveyance documents.
- Meet with property owners to discuss the project in general, review right-of-way maps and legal descriptions confirm information about occupants/owners and make the official first written offer.
- Explain the offer; maintain follow up contacts and secure the necessary documentation upon acceptance of the offer for closing.
- Respond to property owner inquiries in person, verbally, and in writing.
- Maintain contact reports for each parcel with all pertinent information and contacts concerning the parcel.
- Maintain parcel files of original documentation related to the purchase.
- Provide recommendation and supporting documentation for consideration during the administrative review process.
- Continue personal negotiations with property owner until agreement is reached with the owner, or impasse is reached. Negotiations shall consist of a minimum of three personal contacts.
- Signed purchase agreements shall be transmitted to the City promptly for acceptance and processing.

**Relocation Assistance Services to be provided include:**

- Coordinate property owner meetings with acquisition agents.
- Prepare relocation studies and determine replacement housing payments as appropriate.
- Contact the eligible tenant displacees in writing within fourteen (14) working days of the initiation of negotiations and present comparable housing and relocation payment calculations, and a relocation eligibility written notice.
- Provide displacees (residential, tenants, businesses, ect.) a ninety (90) day written notice within fourteen (14) working days of initiation of negotiations.
- Provide displace a thirty (30) day written notice specifying the exact date by which the property must be vacated and/or personal property removed as needed.
- Offer advisory services to and conduct personal interviews of nonresidential and residential displacements. Determine the relocation needs and preferences of each business (farm and non-profit organization) or person to be displaced and explain the relocation payments and other assistance for which the business/person may be eligible, the related eligibility requirements, and the procedures for obtaining such assistance.
- Provide, for nonresidential relocates, current and continuing information on the availability, purchase prices and rental costs of suitable commercial and farm properties and locations. Assist any person displaced from a business or farm operation in obtain and establishing a suitable replacement location.
- Inform the business of available relocation assistance, explain the relocation process, and provide advisory assistance to displaced business (i.e. the explanation of entitlements and eligibility; obtaining accurate inventories of personal property to be relocated; obtain cost estimates and/or verification of actual cost incurred; and assistance in completing documentation for payment of entitlements.).
- Distribute Relocation Assistance brochure, Notice to Vacate, and other notices as required, including Title VI brochure.
- Provide relocation advisory assistance and computation of replacement housing entitlements for residential occupants. (i.e. the explanation of entitlements and eligibility; advisory assistance in locating replacement property; and assistance in completing documentation for payment of entitlements); processing and delivery of approved benefits.
- Prepare Relocation and Assistance Program entitlements in accordance with the Federal and State Uniform Relocation Laws and Regulations.
- Monitor the move of personal property to replacement location.
- Prepare necessary payment documentation and deliver reimbursement checks and other appropriate payments to displacees.
- Maintain current and accurate parcel records and contact diaries for the relocation.
- Assist displacee in filing appeals and provide the City with documentation of activities for any appeal received.

**9. File Completion and Delivery to Legal for Closing**

Parcel files will be established, maintained, and reviewed to ensure they contain properly documented contacts with property owners, correspondence, and documents related to the parcel.

**Records of Contacts** – for each contact made with the owner or tenant, whether in person or by phone. Consistent with the IA DOT Acquisition Manual and subject to the City's procedures, each report will contain at minimum the following information:

- Project number and parcel number
- Date and place of contact
- Name, address, email address and telephone number of the person contacted
- Special instructions, if necessary, for locating that person

- Names of all other persons present
- Names, addresses, and phone numbers of attorney or other representatives
- The initial contact report will state, "I presented the yellow folder that contained the booklet Highways and Your Land, the groundwater hazard statement, the offer, and the Purchase Agreement. The owner accepted/declined to donate the proceeds to the City of West Des Moines"
- Main points discussed and commitments made by Agent
- Principle objections to offer or acquisition
- Whether offer was accepted or rejected
- Description of any special features of the offer, acquisition, or interest holder which might have bearing on the outcome of a condemnation or trial
- Requests made by interest holders, and the Agent's reaction to those requests
- Names, addresses, and phone numbers of persons other than those shown of record who claim or assert an interest in the property to be acquired
- Necessary special instructions for closing, relocation, or property management functions
- All emails and written communication in the parcel file
- Agent's signature and date

#### **10. Witness Services During Condemnation**

When impasse is reached and condemnation is being pursued, Consultant shall provide the City or its legal counsel with a complete parcel file including the appraisal, negotiation records and all other correspondence for each condemnation parcel. Services provided to the condemnation attorneys include:

- Appearing as an expert witness in eminent domain proceedings as directed by the City and the assigned legal counsel
- Delivery of the complete parcel file, including the title report, legal description, appraisal, negotiation records and all correspondence
- Assist the attorney with locating property owners and other interest holders

#### **OPTIONAL**

##### **Closings and Abstracting**

It is anticipated that the City will complete transaction closings and abstracting. As an option to this Scope of Services upon the request of the City, Agent will insure that all closings are accomplished in a timely manner through continued coordination with the title company handling the escrows. Agent will work closely with the chosen title company to make sure that good title is obtained. These services include:

- Reviewing updated title
- Open escrow, deposit funds and documents, prepare escrow instructions, and monitor closing of escrows.
- Assist Title Company in obtaining releases of liens, mortgages and encumbrances of record.
- Prepare warrant request and deliver to City with proper supporting documentation including recommended resolution of title issues.
- Assist Title Company in obtaining releases of liens, mortgages and encumbrances of record.
- Coordinate closings and attend to all meetings.
- Review the final title policy to make sure that it reflects only those title exceptions that the City has agreed to accept.
- Submit a completed property acquisition report for each property, including transfer of all pertinent correspondence and files to the City.



## **Attachment 2**

### **Schedule**

#### **"On-Call" Services Contract**

## **Attachment 3**

### **Compensation**

Universal is providing an hourly rate schedule for "on- call" services for the City, not to exceed \$100,000 (USD).

| Position Classifications            | Hourly Rate |
|-------------------------------------|-------------|
| Project Manager                     | \$85.00     |
| Senior Acquisition/Relocation Agent | \$70.00     |
| Acquisition/Relocation Agent        | \$65.00     |
| Administrative/Doc Specialist       | \$50.00     |

Mileage reimbursed at \$0.575 per business mile or the current IRS rate at the time the mileage is incurred.

Mileage will be reimbursement for travel within the corporate city limits only.

Other reimbursable expenses require preapproval by the City.

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**4(i)2**

**ITEM:**

**DATE: September 8, 2015**

Resolution - Approving Professional Services Agreement  
Sugar Creek West Sanitary Trunk Sewer Extension - Segment 6F  
Veenstra & Kimm, Inc.

**FINANCIAL IMPACT:**

The cost of the Professional Services Agreement associated with the design services of this project is not anticipated to exceed \$65,708.00. In addition, the cost for performing resident consultant services will not exceed \$48,000.00. City staff will not authorize the consultant to proceed with the resident consultant services portion of the Agreement until such time as a determination is made as to whether or not City inspection staff is available to perform the work.

All costs for these services can be paid from budgeted account no. 5105.80.820.6.7920 with the ultimate funding intended to come from Sanitary Sewer Fee Revenue.

**BACKGROUND:**

Approval of this action authorizes Veenstra & Kimm, Inc. to perform the professional services necessary for the design, permitting, and construction for the Sugar Creek West Sanitary Trunk Sewer Extension Project, Segment 6F.

The City received a letter (attached) on behalf of the developer of the proposed Westport subdivision requesting the City extend the sanitary trunk sewer. The proposed sewer is located in the Grand Avenue West Sanitary Sewer Fee District. The proposed development is approximately 60 acres in size and will be subdivided into single family lots. Work on the subdivision is anticipated to start in the spring of 2016.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past consultant evaluation. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

**OUTSTANDING ISSUES:**      None.

**RECOMMENDATION:**

City Council Adopt:  
- Resolution Approving Professional Services Agreement.

**Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer**

**STAFF REVIEWS**

|                        |   |
|------------------------|---|
| Department Director    | Duane C. Wittstock, City Engineer                     |
| Appropriations/Finance | Tim Stiles, Finance Director <i>TS for Tim Stiles</i> |
| Legal                  | Richard Scieszinski, City Attorney                    |
| Agenda Acceptance      | <i>RTG</i>  |

**PUBLICATION(S) (if applicable)**

|                    |  |
|--------------------|--|
| Published In       |  |
| Dates(s) Published |  |

**SUBCOMMITTEE REVIEW (if applicable)**

|                |                 |    |       |
|----------------|-----------------|----|-------|
| Committee      | Public Works    |    |       |
| Date Reviewed  | August 31, 2015 |    |       |
| Recommendation | Yes             | No | Split |

**Resolution Approving Professional Services Agreement**

**WHEREAS**, funding is available for the following described public project:

**Sugar Creek West Trunk Sanitary Sewer Extension  
Segment 6F  
Project No. 0510-074-2015**

**and,**

**WHEREAS**, to complete said project Plans, Specifications, Form of Contract, and Estimate of Cost need to be prepared; and,

**WHEREAS**, Engineering Services Department staff have recommended that the Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Veenstra & Kimm, Inc.; and,

**WHEREAS**, the Engineering Services Department has obtained a written proposal from Veenstra & Kimm, Inc., to do the perform the work requested, which estimates the following cost to the City of West Des Moines;

|  |                         |
|--|-------------------------|
| <b>Basic Services of the Consultant</b>    | <b>\$ 65,708.00</b>     |
| <b>Resident Services of the Consultant</b> | <b><u>48,000.00</u></b> |
|  | <b>\$113,708.00</b>     |

Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that Veenstra & Kimm, Inc. is hereby directed to perform the work for the above named public improvement project.

**BE IT FURTHER RESOLVED**, that the City Clerk is authorized and directed to enter into an agreement with Veenstra & Kimm, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

**PASSED AND APPROVED** this 8<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**ERG**  
**ENGINEERING RESOURCE GROUP, INC.**

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ENGINEERS & SURVEYORS

PH. 515 / 288-4823 • FAX 515 / 288-3860 • Email: [erg@ergcorp.com](mailto:erg@ergcorp.com)

August 25, 2015

Mr. Duane Wittstock, P.E.  
City Engineer  
City of West Des Moines  
4200 Mills Civic Parkway  
West Des Moines, IA 50265

RE: Westport Subdivision

Dear Mr. Wittstock:

On behalf of the developer of the proposed Westport Subdivision, we ask that the segment of trunk sewer from the existing WRA sewer at Sugar Creek and Mills Civic Parkway be constructed westerly to "V" Court.

We understand this project will be designed and constructed by the City of West Des Moines. We also understand the developer will be responsible for paying the connection fees required in the Grand Avenue West Sewer District.

The developer intends to construct the first phase of the subdivision in the spring of 2015.

Please call with any questions.

Sincerely,

**ENGINEERING RESOURCE GROUP, INC.**



Doug Saltgaver, P.E.  
President

DJS/kee

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## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and VEENSTRA & KIMM, INC. (Fed. I.D. # 42-1137727), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

### 1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

### 2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

### 3. COMPENSATION

- A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

|                                     |                     |
|-------------------------------------|---------------------|
| I. Basic Services of the Consultant | \$ <u>65,708.00</u> |
| II. Resident Consultant Services    | \$ <u>48,000.00</u> |

- B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

### 4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation

insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

#### 5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

##### FOR THE CITY:

Name: City of West Des Moines  
Attn: Ryan T. Jacobson, City Clerk  
Address: 4200 Mills Civic Parkway  
City, State: West Des Moines, IA 50265-0320

##### FOR THE CONSULTANT:

Name: Veenstra & Kimm, Inc.  
Attn: H. R. Veenstra Jr.  
Address: 3000 Westown Parkway  
City, State: West Des Moines, IA 50266-1320

#### 6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

#### 7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

#### 8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit

to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative.

It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

#### 14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

#### 15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

#### 16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

#### 17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

#### 18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

BY: 

President

CITY OF WEST DES MOINES

BY: \_\_\_\_\_

Ryan T. Jacobson, City Clerk

# ATTACHMENT 1

## SCOPE OF SERVICES

### GRAND AVENUE WEST SEGMENT 6F SEWER EXTENSION

- I. **TASK 1 - BASIC SERVICES OF THE ENGINEER** - The work task shall consist of the design, preparation of plans and specifications and associated design services for the Grand Avenue West Segment 6F Sewer Extension 0510-074-2015. The Project involves the design and construction of the following:
- 1) Approximately 4,300 feet of sanitary sewer extending from the WRA West Des Moines Outfall Extension along Sugar Creek near Mills Civic Parkway generally westerly along the Mills Civic Parkway corridor to its westerly termination near 115<sup>th</sup> Street.
  - A. **Evaluation of Alternatives.** This work shall consist of the Engineers evaluation of the alignment and location of the sanitary sewer. The alignment evaluation is intended to refine the alignment within the general corridor of construction. The Engineers will consult with the City and applicable property owners as relevant to establish the final design.
  - B. **Plans and Specifications.** The Engineers shall prepare such detailed plans and specifications as are necessary and desirable for construction of the Grand Avenue West Segment 6F Sewer Extension project. The plans and specifications shall describe in detail the work to be done and materials to be used. Four sets of the final plans and specifications shall be submitted to the City. The design standards for the Project shall be in conformance with the City of West Des Moines' current standards for public improvements including any referenced requirements
  - C. **Design Surveys.** The Engineers shall make all topographic and other surveys necessary for design and preparation of the plans and specifications. Design surveys do not include property surveys for the acquisition of land, easements or rights-of-way.
  - D. **Geotechnical Investigation.** The services by the Engineers shall include necessary and routine soil borings and geotechnical investigation along the Project corridor.
  - E. **Review of Plans and Specifications.** The Engineers shall provide copies of the plans and specifications for review by the City and other necessary governmental agencies including the Iowa Department of Natural Resources. Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City.
  - F. **Permits and Approvals.** The plans and specifications shall be in conformance with the requirements of the Iowa Department of Natural Resources. The services by the Engineers shall include obtaining construction permits for the Project from required state and federal agencies.
  - G. **Easement and Property Description Preparation Services.** This work task shall consist of preparing legal descriptions for permanent and construction easements necessary for the Grand Avenue West Segment 6F Sewer Extension. The work shall include preparation of easement plats and acquisition plats for each of the easements and acquisitions which shall be required. The work task includes surveying and establishing and re-establishing property pins as required by applicable survey standards for parcels for which permanent right-of-way and easements are acquired.

- H. Advertisement for Bids. The Engineers shall assist in the preparation of the notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the City.
  - I. Cost of Plans and Specifications. Plans and specifications shall be provided to contractors, plan rooms and suppliers at no cost. The City shall compensate the Engineers for the actual cost of the plans and specifications provided contractors, plan rooms and suppliers during Project bidding.
  - J. Estimates of Cost. The Engineers shall prepare a preliminary Engineers' Estimate of Cost for the improvements in the Project. An updated estimate of cost shall be prepared at the time of completion of the plans and specifications. The Engineers' Estimate of Cost is intended for the use of the City in financing the Project. The Engineers shall not be responsible if the contract awarded for construction of the Project varies from the original Engineers' Estimate of Cost.
  - K. Award of Contract. The Engineers shall have a representative present when the bids and proposals are opened, and shall make a tabulation of bids to the City and shall advise the City on the responsiveness of the bidders and assist the City in making the award of contract. After award is made, the Engineers shall assist in the preparation of the necessary contract documents.
  - L. Additional Design Services. The Engineers shall, as a part of the design services, include the following work tasks:
    - 1. Attend and conduct preconstruction conferences.
    - 2. Attend conferences with City, contractors and utility companies.
    - 3. Assist in interpretation of plans and specifications.
    - 4. Review shop drawings and data of manufacturers.
  - M. Construction Record Documents. This work task shall consist of the preparation of corrected plan drawings to show the actual constructed conditions based on field information either generated by the Engineers as a part of project construction services, or provided by the City in the event the Engineers do not provide construction resident services. The City shall be provided with one reproducible mylar set of the construction record drawings.
- II. TASK 2 - PROJECT CONSTRUCTION SERVICES. This work task shall consist of the Engineers providing services during construction of the Project including the following work tasks:
- A. Process and certify payment estimates of Contractor to the City.
  - B. Provide written monthly progress reports to the City showing progress on the Project.
  - C. Make routine and special trips to the Project site as required.
  - D. Review the results submitted by testing consultant retained under this Agreement.
  - E. Consult with and advise the City and prepare routine change orders as required.
  - F. Make final reviews after construction contract is completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contract has been substantially completed.

- G. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.
- H. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a regular and nearly continuous basis during construction work on the Project.
- I. The Engineers shall coordinate and periodically review the accuracy of construction staking provided by the Contractor as a part of its obligation under the contract documents.
- J. The Engineers shall coordinate the activities of the independent testing laboratory retained by the Contractor to provide quality assurance testing during construction of the Project.

## ATTACHMENT 2

### PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

|  |                   |
|--|-------------------|
| Task 1 – Completion of Right-of-Way Document Preparation | December 15, 2015 |
| Completion of Design                                     | February 1, 2016  |

The Engineers will work to complete the right-of-way document preparation and design before the scheduled completion date if development projects in the City of West Des Moines require an earlier completion date for the design and right-of-way acquisition.

Task 2 – Construction Services: A time mutually agreed between City and Engineers based on the construction contract period for the Construction contract for the project.

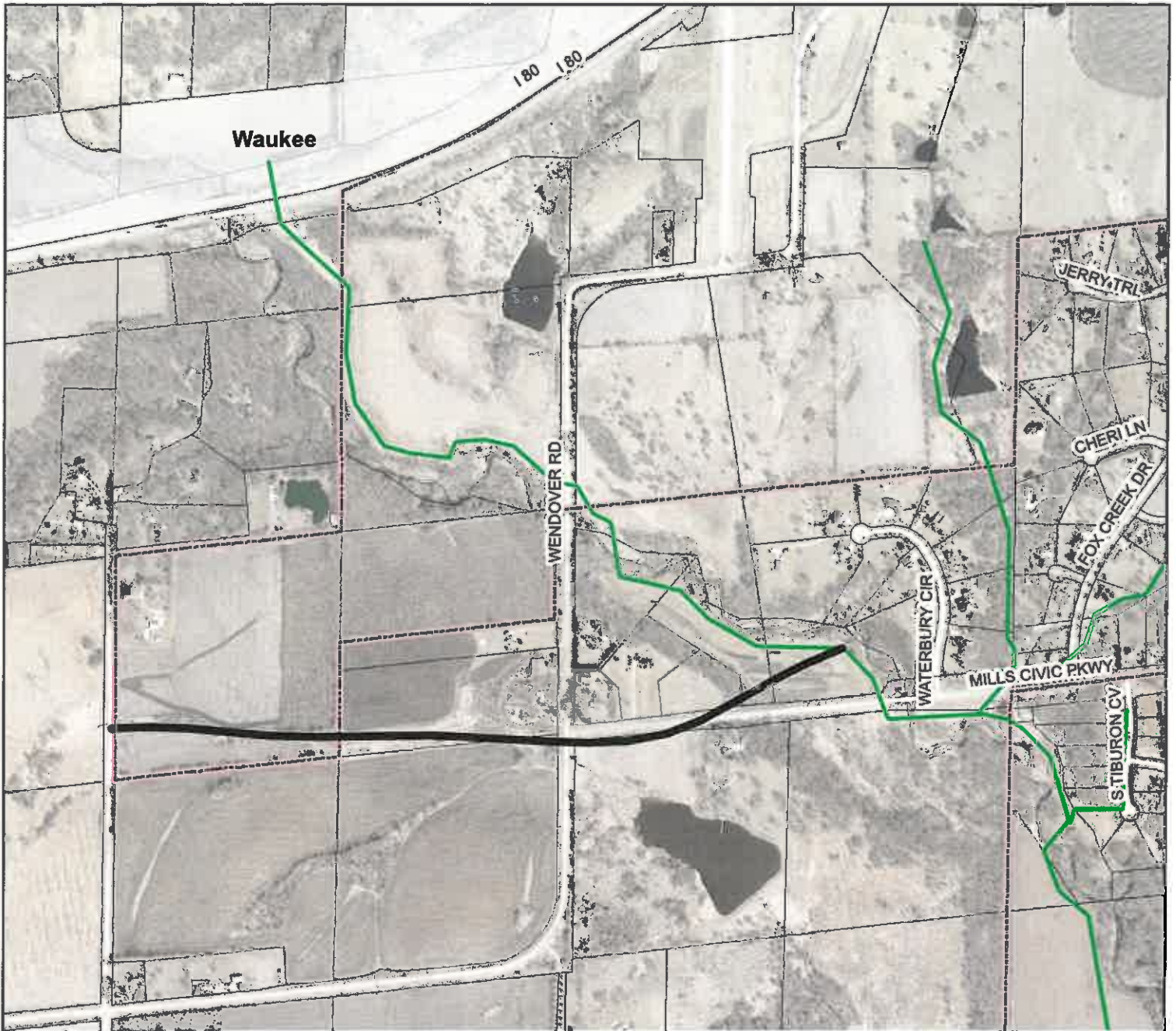
## ATTACHMENT 3

### SCHEDULE OF FEES

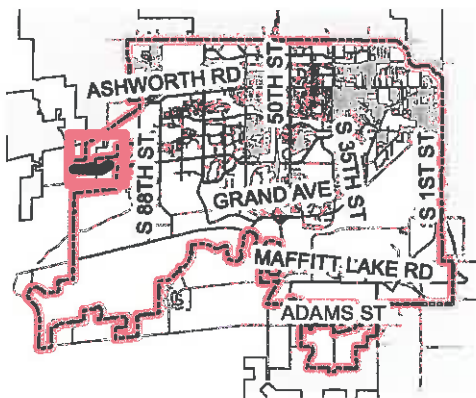
#### HOURLY RATES BY EMPLOYEE CLASSIFICATION (Effective July 2015)

|                             |            |
|-----------------------------|------------|
| Management I .....          | \$158.00   |
| Management II .....         | 156.00     |
| Process Engineer .....      | 175.00     |
| Engineer I-A .....          | 158.00     |
| Engineer I-B .....          | 148.00     |
| Engineer I-C .....          | 142.00     |
| Engineer II .....           | 130.00     |
| Engineer III-A .....        | 115.00     |
| Engineer III-B .....        | 108.00     |
| Engineer III-C .....        | 104.00     |
| Engineer IV .....           | 100.00     |
| Engineer V .....            | 93.00      |
| Engineer VI .....           | 88.00      |
| Engineer VII .....          | 84.00      |
| Engineer VIII .....         | 80.00      |
| Engineer IX .....           | 74.00      |
| Engineer X .....            | 67.00      |
| Engineer XI .....           | 63.00      |
| Design Technician .....     | 88.00      |
| Planner I .....             | 100.00     |
| Planner II .....            | 75.00      |
| Planner III .....           | 69.00      |
| Drafter I .....             | 87.00      |
| Drafter II .....            | 74.00      |
| Drafter III .....           | 70.00      |
| Drafter IV .....            | 66.00      |
| Drafter V .....             | 56.00      |
| Drafter VI .....            | 52.00      |
| Drafter VII .....           | 43.00      |
| Clerical I .....            | 80.00      |
| Clerical II .....           | 56.00      |
| Clerical III .....          | 41.00      |
| Clerical IV .....           | 33.00      |
| Construction Manager .....  | 150.00     |
| Surveyor I .....            | 90.00      |
| Surveyor II .....           | 81.00      |
| Technician I .....          | 77.00      |
| Technician II .....         | 71.00      |
| Technician III .....        | 67.00      |
| Technician IV .....         | 62.00      |
| Technician V .....          | 56.00      |
| Technician VI .....         | 52.00      |
| Technician VII .....        | 45.00      |
| Technician VIII .....       | 40.00      |
| Technician IX .....         | 33.00      |
| Building Inspector I .....  | 140.00     |
| Building Inspector II ..... | 74.00      |
| Robotics .....              | 30.00/Hour |

|                              |            |
|------------------------------|------------|
| GPS .....                    | 30.00/Hour |
| Leica Total Station .....    | 20.00/Hour |
| Total Station Robotics ..... | 15.00/Hour |
| Tablet.....                  | 45.00/Hour |
| Fluoroscope .....            | 50.00/Hour |
| 4-Wheeler .....              | 45.00/Day  |
| Mileage .....                | 575¢/Mile  |



### VICINITY MAP



### LEGEND

PROJECT LOCATION —————



**CITY OF WEST DES MOINES  
ENGINEERING SERVICES**  
4200 MILLS CIVIC PARKWAY  
WEST DES MOINES, IOWA 50265  
PH: (515) 222-3620 FAX: (515) 273-0602

PROJECT: **GRAND AVENUE WEST SEGMENT 6F  
SEWER EXTENSION**

Project No. 0510-074-2015

LOCATION:

**EXHIBIT "A"**

DRAWN BY: JMS

DATE: 09/08/2015

SHT. 1 OF 1

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 8, 2015**

**ITEM:** Resolution - Approval of Stormwater and Drainage Easement and Fiber Optic Easement

**FINANCIAL IMPACT:** Maintenance for drainage easement (cost currently unknown)

**BACKGROUND:** The City has obtained a Stormwater and Drainage Easement to construct and maintain stormwater and drainage improvements between Raccoon River Drive and the Raccoon River and a Fiber Optic Easement for the installation of optical fiber necessary to serve the Microsoft facilities in West Des Moines. The Fiber Optic Easement will be conveyed to Microsoft Corporation following installation of the fiber. These easements were obtained from McKinney family entities in conjunction with an Agreement between the parties executed in November, 2014 in which the McKinney's consented to include real estate as part of the Fifth Amendment to the Mills Parkway Urban Renewal Area.

The City will be responsible for the cost to maintain the improvements on the Stormwater and Drainage Easement Area.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:** Adopt Resolution approving and accepting the Stormwater and Drainage Easement and Fiber Optic Easement related to the Mills Parkway Urban Renewal Area.

**Lead Staff Member:** Richard Scieszinski, City Attorney

**STAFF REVIEWS**

|                        |                                       |
|------------------------|---------------------------------------|
| Department Director    | Richard J. Scieszinski, City Attorney |
| Appropriations/Finance |                                       |
| Legal                  |                                       |
| Agenda Acceptance      | <i>RTJ</i>                            |

**PUBLICATION(S)** (if applicable)

|                    |  |
|--------------------|--|
| Published In       |  |
| Dates(s) Published |  |

**SUBCOMMITTEE REVIEW** (if applicable)

|                |      |    |       |
|----------------|------|----|-------|
| Committee      | None |    |       |
| Date Reviewed  |      |    |       |
| Recommendation | Yes  | No | Split |

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING APPROVAL AND ACCEPTANCE OF A STORMWATER AND DRAINAGE  
EASEMENT AND A FIBER OPTIC EASEMENT LOCATED BETWEEN RACCOON RIVER  
DRIVE AND THE RACCOON RIVER**

**WHEREAS**, in November, 2014 the City Council of the City of West Des Moines, Iowa approved an agreement with the McKinney family interests regarding the Fifth Amendment to the Mills Urban Renewal Area; and

**WHEREAS**, a provision of the Agreement required the McKinney family entities to provide a stormsewer and drainage easement and a fiber optic easement to the City;

**WHEREAS**, in fulfillment of this provision, the parties have negotiated the attached easements for the installation of improvements in an area generally located between Raccoon River Drive and the Raccoon River in West Des Moines; and

**WHEREAS**, it is the policy of the City of West Des Moines to approve the conveyance of all property interests to the City; and

**WHEREAS**, it is in the best interest of the City of West Des Moines to approve and accept the above-described documents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:**

1. The documents described above conveying property interests to the City of West Des Moines, Iowa are hereby approved and accepted.
2. The City Clerk is directed to certify approval and acceptance of the documents by the City Council.
3. The documents shall be filed with the county recorder as appropriate.

**PASSED AND ADOPTED** this 8th day of September, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

## **STORMWATER AND DRAINAGE EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

### **1. Grant of Permanent Easement**

The undersigned, **W&G McKINNEY FARMS, L.C., an Iowa limited liability company, and WEST GRAND BUSINESS PARK COMMERCIAL PROPERTY OWNERS' ASSOCIATION, an Iowa non-profit corporation** (hereinafter referred to as the "Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, grant, and convey to the **CITY OF WEST DES MOINES, IOWA, a municipal corporation** (hereinafter referred to as the "City"), a permanent and perpetual Stormwater and Drainage Easement (hereinafter collectively referred to as "Easement") upon, over, under, through and across the real property legally described as:

As shown on the attached Easement Plats marked Exhibit "A" (hereinafter referred to as the "Easement Area").

### **2. Use and Purpose of Easement**

This Easement is granted to the City for the purpose of the City accessing the Easement Area to locate, to construct and to reconstruct, maintain, repair and enlarge, whenever necessary, stormwater and drainage improvements (including the right to replace and rebuild additional stormwater sewers or to connect and/or join stormwater sewers and appurtenances thereto) and to maintain stormwater sewer(s) and drainage ways whenever necessary within the Easement Area. This Easement also provides to the City a reasonable right of access over Grantor's adjacent property to enable the City to have reasonable access to the Easement Area. No structure or building of any kind whatsoever shall be erected upon the Easement Area without the express written consent of the City. The City, its contractors or its designated representative shall be responsible at its sole cost for the maintenance of the entire Easement Area including maintenance necessary to ensure the free and unobstructed flow of stormwater regarding the entire drainage outlet areas from the pond depicted on the attached Exhibit "A" south to the Raccoon River, and any extensions, reconstruction or repair of the facility concrete pipes shall be at the sole expense of the City, all consistent with the engineering and maintenance standards of the Easement Agreement between the City and Heartland Rail Corporation, an Iowa corporation, dated the 1<sup>st</sup> day of August, 2000. This duty of the City shall also include maintenance and repair of the existing floodgate/back flow protective flaps which help prevent Raccoon River floodwater from reaching the Easement Area north of the culverts under the Heartland Rail Corporation tracks and right of way. In connection with required maintenance of the Easement Area as described in this paragraph, the City shall not be required to replace landscaping, trees, shrubs, bushes or landscape elements required to be removed in order to ensure the free and unobstructed flow of stormwater as described herein. The City shall have the right to use the Easement Area in connection with the discharge of its functions as a municipal corporation and shall have a duty to maintain the Easement Area at its sole cost, subject to the following terms and conditions:

- (1) The City shall remove all materials and equipment from the Easement Area upon completion of the above-described project.

- (2) No structure or building of any kind whatsoever shall be erected upon the Easement Area without the express written consent of the City.
- (3) It is understood and agreed that the consideration for the Easement includes full compensation for damages, if any, to the Grantor, or as agreed upon by the City and the Grantor, except the City shall not be required to replace landscaping, trees, shrubs, bushes or landscape elements required to be removed as a part of the initial construction in order to ensure the free and unobstructed flow of stormwater as described above in paragraph 2 of this Easement.
- (4) Unless directed by or on behalf of the City, nothing in this grant of Easement shall obligate the City to perform any work or engage in any repair or restoration of the Easement Area resulting from actions taken by other individuals or entities (i.e. utility companies) other than the City for which compensation by the City has been previously made.

### **3. Hold Harmless**

Each party shall indemnify and hold the other party harmless from and against any loss, expense (including reasonable attorney's fees and costs) or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, related to this Agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

### **4. Successors and Assigns**

The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

### **5. Lawful Authority**

The Grantor covenants with the City that it holds the above legally-described property by good and merchantable title, free and clear of liens, easements and encumbrances that would prevent the grant of this Easement and that the Grantor has a right and lawful authority to make and execute this Easement. Grantor warrants and defends said Easement against the lawful claims of all persons claiming by, through or under Grantor.

### **6. Approval of City**

This Easement shall not be binding until it has received the final approval and acceptance, which approval and acceptance of the West Des Moines City Council shall be noted on this Easement by the City Clerk.

**7. Jurisdiction and Venue**

The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement, and further consents to the jurisdiction of Polk County, Iowa.

**8. Words and Phrases**

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context. The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor(s)" shall refer to the undersigned, its heirs, assigns, successors in interest, or lessees, if any.

**9. Recording of Easement**

Grantor and the City acknowledge that the above-described pond north of the Heartland rail line is located both in Polk and Dallas Counties and, consequently, this Easement shall be recorded in both the office of the Recorder of Polk County and the office of the Recorder of Dallas County, Iowa.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

**W&G McKINNEY FARMS, L.C.,**  
an Iowa limited liability company

By \_\_\_\_\_  
Wayne H. McKinney, Jr., Managing Member

STATE OF IOWA            )  
                                  )ss:  
COUNTY OF DALLAS    )

This record was acknowledged before me on the \_\_\_\_ day of September, 2015 by Wayne H. McKinney, Jr., as Managing Member of W&G McKinney Farms, L.C., an Iowa limited liability company, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Notary Public in and for said State

**WEST GRAND BUSINESS PARK COMMERCIAL  
PROPERTY OWNERS' ASSOCIATION,**  
an Iowa non-profit corporation

By \_\_\_\_\_  
Wayne H. McKinney, Jr., President

STATE OF IOWA            )  
                                  )ss:  
COUNTY OF DALLAS    )

This record was acknowledged before me on the \_\_\_\_ day of September, 2015 by Wayne H. McKinney, Jr., President of West Grand Business Park Commercial Property Owners' Association, an Iowa non-profit corporation, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Notary Public in and for said State

## EXHIBIT 'A' - EASEMENT PLAT

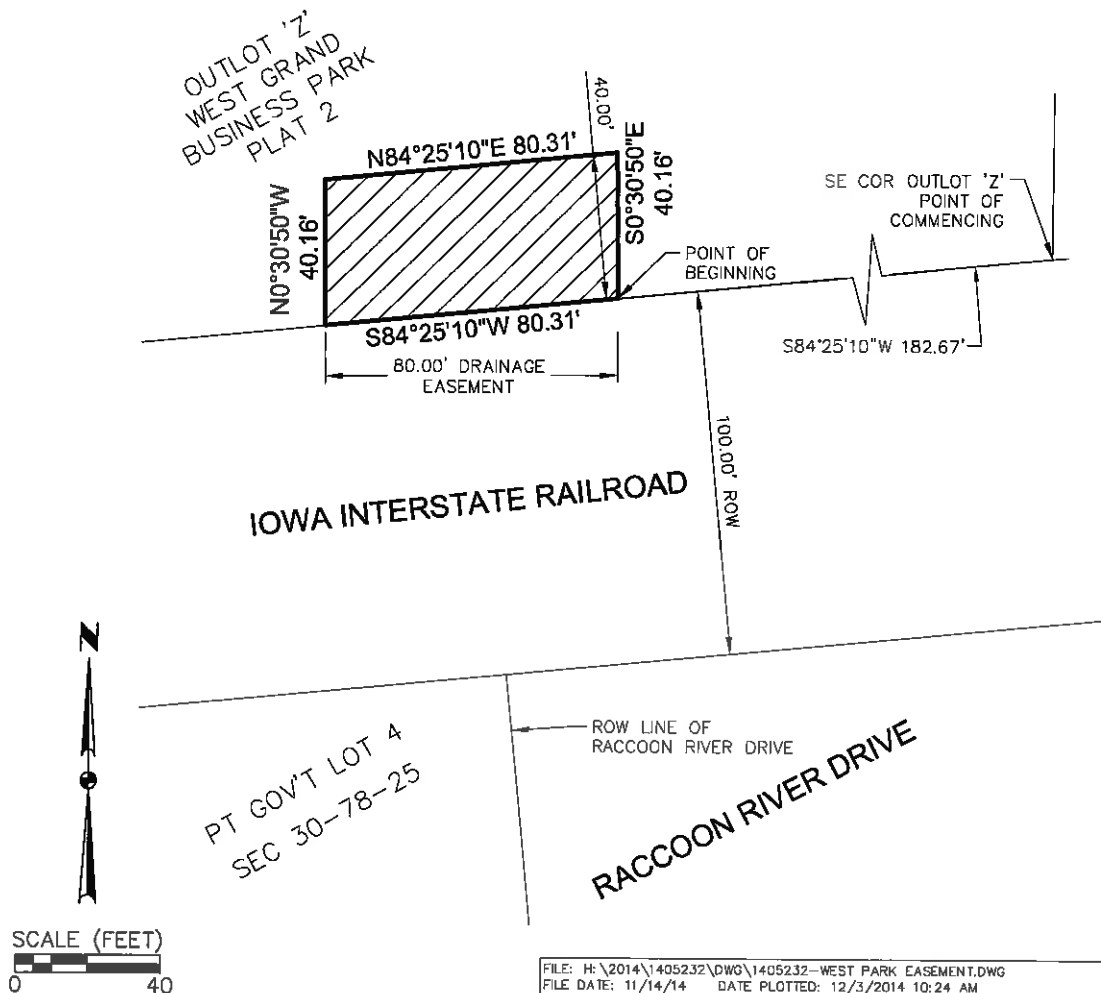
### OWNER

WEST GRAND BUSINESS PARK  
COMM PROPERTY  
POB 609  
WAUKEE, IA 50263-0609

### DRAINAGE EASEMENT DESCRIPTION:

A PART OF OUTLOT 'Z', WEST GRAND BUSINESS PARK PLAT 2, AN OFFICIAL PLAT IN POLK COUNTY, WEST DES MOINES, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'Z'; THENCE SOUTH 84°25'10" WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'Z', 182.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°25'10" WEST CONTINUING ALONG SAID SOUTH LINE, 80.31 FEET; THENCE NORTH 0°30'50" WEST, 40.16 FEET; THENCE NORTH 84°25'10" EAST, 80.31 FEET; THENCE SOUTH 0°30'50" EAST, 40.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,213 SQUARE FEET.



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FILE DATE: 11/14/14 DATE PLOTTED: 12/3/2014 10:24 AM  
PLOTTED BY: MIKE LEE

## EXHIBIT 'A' - EASEMENT PLAT

### DRAINAGE EASEMENT DESCRIPTION AREA 'A':

A PART OF GOVERNMENT LOT 4 IN SECTION 30, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT 'Y', WEST GRAND BUSINESS PARK PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 0°15'22" WEST ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 100.52 FEET TO THE SOUTH RIGHT OF WAY OF THE IOWA INTERSTATE RAILROAD; THENCE NORTH 84°25'10" EAST ALONG SAID SOUTH RIGHT OF WAY, 286.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 84°25'10" EAST ALONG SAID SOUTH RIGHT OF WAY, 49.50 FEET TO THE NORTHERLY RIGHT OF WAY OF RACCOON RIVER DRIVE; THENCE SOUTH 5°40'58" EAST ALONG SAID NORTHERLY RIGHT OF WAY, 340.72 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 1312.50 FEET, WHOSE ARC LENGTH IS 87.48 FEET AND WHOSE CHORD BEARS SOUTH 65°38'25" WEST, 87.47 FEET; THENCE NORTH 0°30'50" WEST, 370.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 23,287 SQUARE FEET.

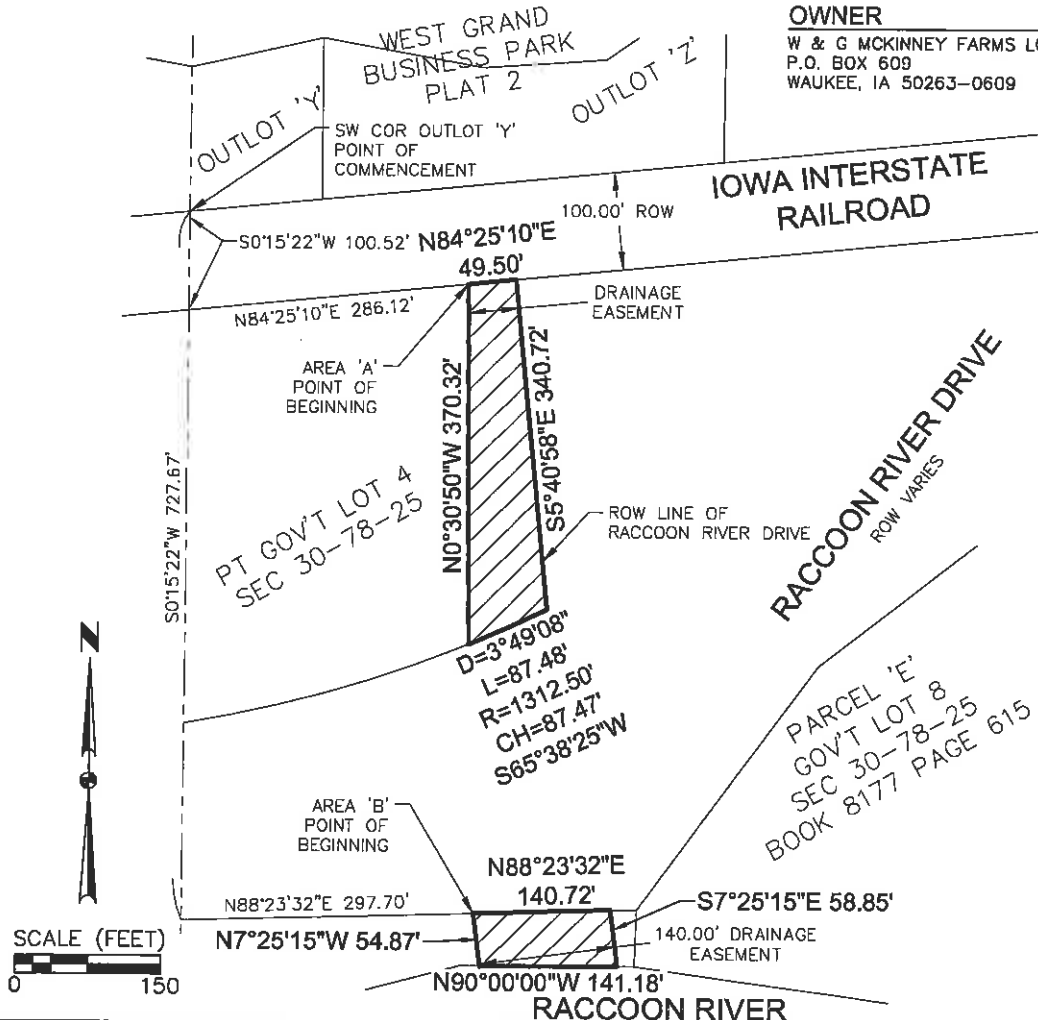
### DRAINAGE EASEMENT DESCRIPTION AREA 'B':

A PART OF GOVERNMENT LOT 4 IN SECTION 30, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT 'Y', WEST GRAND BUSINESS PARK PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 0°15'22" WEST ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 727.67 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF RACCOON RIVER DRIVE; THENCE NORTH 88°23'32" EAST ALONG SAID SOUTHERLY RIGHT OF WAY, 297.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°23'32" EAST ALONG SAID SOUTHERLY RIGHT OF WAY, 140.72 FEET; THENCE SOUTH 7°25'15" EAST, 58.85 FEET TO THE HIGH WATER MARK OF THE RACCOON RIVER; THENCE NORTH 90°00'00" WEST ALONG SAID HIGH WATER MARK, 141.18 FEET; THENCE NORTH 7°25'15" WEST, 54.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,960 SQUARE FEET.

#### OWNER

W & G MCKINNEY FARMS LC  
P.O. BOX 609  
WAUKEE, IA 50263-0609



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FILE DATE: 11/25/14 DATE PLOTTED: 12/1/2014 2:24 PM  
PLOT BY: MIKE LEE

## **FIBER OPTIC EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

### **1. Grant of Permanent Easement**

The undersigned, **W&G McKINNEY FARMS, L.C., an Iowa limited liability company**, (hereinafter referred to as "Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, grant, and convey to the **CITY OF WEST DES MOINES, IOWA, a municipal corporation** (hereinafter referred to as the "City"), a permanent and perpetual Fiber Optic Cable Easement (hereinafter collectively referred to as the "Easement") upon, over, under, through and across the real property legally described as:

As shown on the attached Fiber Optic Cable Easement Acquisition Plat  
marked Exhibit "A" (hereinafter "Easement Area").

### **2. Use and Purpose of Easement**

This Easement shall be granted to the City, its successors and assigns for the purpose of accessing the Easement Area to locate, construct, reconstruct, maintain and repair, whenever necessary, one or more conduits and fiber optic lines, cables and appurtenances. This Easement also provides to the City a reasonable right of access over Grantor's adjacent property to enable the City to have reasonable access to the Easement Area. No structure or building of any kind whatsoever shall be erected upon the Easement Area without the express written consent of the City. The City shall have the right to use said Easement Area in connection with the discharge of its functions as a municipal corporation and shall have a duty to maintain the Easement Area at its sole cost, subject to the following terms and conditions:

- (1) The City shall remove all materials and equipment from the above-described premises prior to acceptance of the above-described project.
- (2) No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the City.
- (3) It is understood and agreed that the consideration for this Easement includes full compensation for damages, if any, to the Grantor, or as agreed upon by the City and the Grantor.
- (4) The City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems.
- (5) Unless directed by or on behalf of the City, nothing in this grant of Easement shall obligate the City to perform any work or engage in any repair or restoration of the Easement Area resulting from actions taken by other individuals or entities (i.e. utility companies) other than the City for which compensation by the City has been previously made.

### **3. Hold Harmless**

Each party shall indemnify and hold the other party harmless from and against any loss, expense (including reasonable attorney fees and costs) or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, related to this Agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence. The City's duty to indemnify and hold the Grantor harmless shall also extend to any damage or injury attributable to the negligence or willful misconduct of any City invitee, assignee, permittee or other person allowed by the City to use or occupy the Easement Area.

### **4. Successors and Assigns**

The terms and conditions of this Easement are binding upon the Grantor(s) including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

### **5. Lawful Authority**

The Grantor(s) covenant with the City that they hold the above-described legal property by good and perfect title, free and clear of liens, easements and encumbrances that would prevent the grant of this Easement and that the Grantor(s) have a right and lawful authority to make and execute this Easement. Grantor(s) warrant and defend said Easement against the lawful claims of all persons claiming by, through or under Grantor(s).

### **6. Approval of City**

This Easement shall not be binding until it has received the final approval and acceptance of the West Des Moines City Council, which approval and acceptance shall be noted on this Easement by the City Clerk.

### **7. Jurisdiction and Venue**

The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement, and further consent to the jurisdiction of Polk County, Iowa.

### **8. Words and Phrases**

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context. The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, its heirs, assigns, successors in interest, or lessees, if any.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

**W&G McKINNEY FARMS, L.C.,**  
an Iowa limited liability company

By \_\_\_\_\_  
Wayne H. McKinney, Jr., Managing Member

STATE OF IOWA            )  
                                  )ss:  
COUNTY OF DALLAS    )

This instrument was acknowledged before me on the \_\_\_\_ day of September, 2015 by Wayne H. McKinney, Jr., as Managing Member of W&G McKinney Farms, L.C., an Iowa limited liability company, on behalf of whom the instrument was executed.

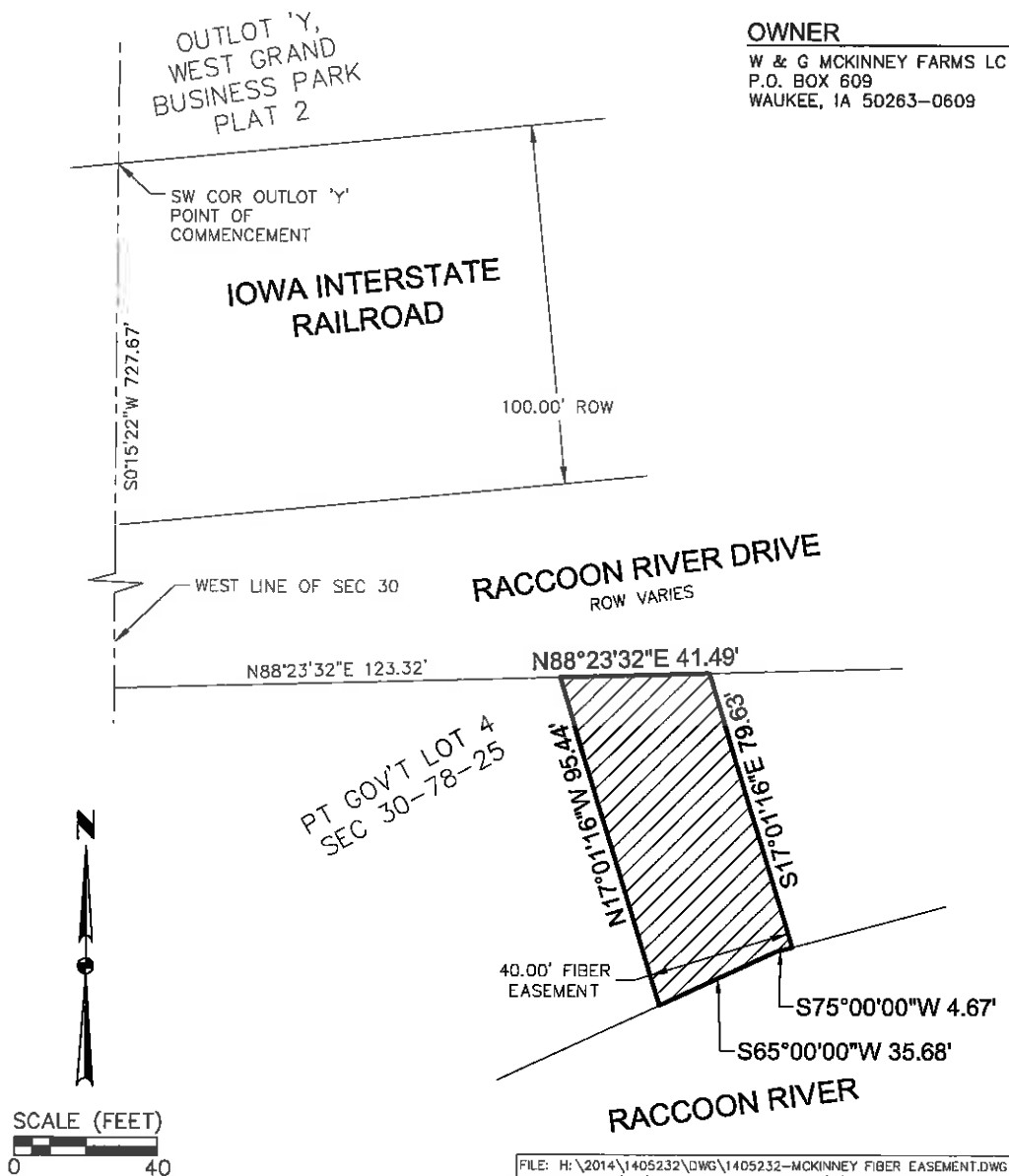
\_\_\_\_\_  
Notary Public in and for said State

## EXHIBIT 'A' - EASEMENT PLAT

### FIBER EASEMENT DESCRIPTION:

A PART OF GOVERNMENT LOT 4 IN SECTION 30, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT 'Y', WEST GRAND BUSINESS PARK PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 0°15'22" WEST ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 727.67 FEET TO THE SOUTHERLY RIGHT OF WAY OF RACCOON RIVER DRIVE; THENCE NORTH 88°23'32" EAST ALONG SAID SOUTHERLY RIGHT OF WAY, 123.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°23'32" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY, 41.49 FEET; THENCE SOUTH 17°01'16" EAST, 79.63 FEET TO THE HIGH WATER MARK OF THE RACCOON RIVER; THENCE SOUTH 75°00'00" WEST ALONG SAID HIGH WATER MARK, 4.67 FEET; THENCE SOUTH 65°00'00" WEST ALONG SAID HIGH WATER MARK, 35.68 FEET; THENCE NORTH 17°01'16" WEST, 95.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,487 SQUARE FEET.



**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 8, 2015**

**ITEM:** Resolution - Approval of Purchase Agreements and Easements for the Dixie Acres Sanitary Sewer Project (Number 0510-039-2015)

**FINANCIAL IMPACT:** \$2,905.00 (previously budgeted)

**BACKGROUND:** Property interests necessary for the Dixie Acres Sanitary Sewer, north of Ashworth Road on 54<sup>th</sup> Street, Project have been acquired through negotiated Purchase Agreements, at the appraised fair market value from the owners shown on Exhibit "A". The attached resolution approves the Purchase Agreements and, for policy and title purposes, formally accepts the easements and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 5104.80.820.6.7930.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:**

Adopt Resolution approving and accepting Purchase Agreements and Easements for the Dixie Acres Sanitary Sewer, north of Ashworth Road on 54th Street, Project.

**Lead Staff Member:** Richard Scieszinski, City Attorney

**STAFF REVIEWS**

|                        |                                       |
|------------------------|---------------------------------------|
| Department Director    | Richard J. Scieszinski, City Attorney |
| Appropriations/Finance | <i>132 for Tim Stiles</i>             |
| Legal                  |                                       |
| Agenda Acceptance      | <i>RTG</i>                            |

**PUBLICATION(S)** (if applicable)

|                    |  |
|--------------------|--|
| Published In       |  |
| Dates(s) Published |  |

**SUBCOMMITTEE REVIEW** (if applicable)

|                |              |    |       |
|----------------|--------------|----|-------|
| Committee      | Public Works |    |       |
| Date Reviewed  |              |    |       |
| Recommendation | Yes          | No | Split |

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS  
AND EASEMENTS FOR THE CONSTRUCTION OF THE DIXIE ACRES SANITARY SEWER,  
NORTH OF ASHWORTH ROAD ON 54TH STREET, PROJECT NUMBER 0510-039-2015**

**WHEREAS**, the City Council of the City of West Des Moines, Iowa has previously approved the establishment of the Dixie Acres Sanitary Sewer Connection Fee District, Project Number 0510-039-2015; and

**WHEREAS**, on July 13, 2015, the City Council approved the acquisition of property, for the Project; and

**WHEREAS**, it is the policy of the City of West Des Moines, Iowa, to approve the conveyance of all property interests to the City; and

**WHEREAS**, the City of West Des Moines has negotiated purchase agreements for the acquisition of property and easements necessary for the Project; and

**WHEREAS**, documents conveying property interests for permanent sanitary sewer easements and associated improvements have been presented to the City for approval; and

**WHEREAS**, the names of the property owners and the fair market value of the property to be acquired are attached hereto as Exhibit "A" and made a part of this resolution; and

**WHEREAS**, it is in the best interest of the citizens of the City to approve and accept the above-described documents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:**

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreements to acquire the property.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owners shown on the attached Exhibit "A" pursuant to the terms and conditions of the Purchase Agreements as shown on the attached Exhibit "A".

**PASSED AND ADOPTED** this 8<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

**DIXIE ACRES SANITARY SEWER  
WDM PROJECT NO. 0510-039-2015**

| <b><u>PARCEL #</u></b> | <b><u>PROPERTY OWNER</u></b>                               | <b><u>ACQUIRED PRICE-FMV</u></b> |
|------------------------|--|----------------------------------|
| 3                      | Timothy and Nancy Rude<br>1024 54 <sup>th</sup> Street     | \$1,935.00                       |
| 4                      | Douglas and Janene Whicker<br>1024 54 <sup>th</sup> Street | \$970.00                         |
| <b>TOTAL</b>           |  | <b>\$2,905.00</b>                |

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 8, 2015**

**ITEM:** Resolution - Approval of Purchase Agreement and Easements for the Maffitt Lake Road Improvements (Number 0510-046-2015)

**FINANCIAL IMPACT:** \$62,320.00 (previously budgeted)

**BACKGROUND:** Property interests necessary for the Maffitt Lake Road Improvements Project have been acquired through a negotiated Purchase Agreement, at the appraised fair market value from the owner shown on Exhibit "A". The attached resolution approves the Purchase Agreement and, for policy and title purposes, formally accepts the easements and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 4259.77.820.6.7920.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:**

Adopt Resolution approving and accepting the Purchase Agreement and Easements for the Maffitt Lake Road Improvements Project.

**Lead Staff Member:** Richard Scieszinski, City Attorney

**STAFF REVIEWS**

|                        |                                       |
|------------------------|---------------------------------------|
| Department Director    | Richard J. Scieszinski, City Attorney |
| Appropriations/Finance | <i>BB For Tim Sales</i>               |
| Legal                  |                                       |
| Agenda Acceptance      | <i>RTG</i>                            |

**PUBLICATION(S)** (if applicable)

|                    |  |
|--------------------|--|
| Published In       |  |
| Dates(s) Published |  |

**SUBCOMMITTEE REVIEW** (if applicable)

|                |              |    |       |
|----------------|--------------|----|-------|
| Committee      | Public Works |    |       |
| Date Reviewed  |              |    |       |
| Recommendation | Yes          | No | Split |

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT  
AND EASEMENTS FOR THE CONSTRUCTION OF THE MAFFITT LAKE ROAD  
IMPROVEMENTS, PROJECT NUMBER 0510-046-2015**

**WHEREAS**, the City Council of the City of West Des Moines, Iowa has previously approved the establishment of the Maffitt Lake Road Improvements, Project Number 0510-046-2015; and

**WHEREAS**, on December 1, 2014, the City Council approved the acquisition of property, for the Project; and

**WHEREAS**, it is the policy of the City of West Des Moines, Iowa, to approve the conveyance of all property interests to the City; and

**WHEREAS**, the City of West Des Moines has negotiated a purchase agreement for the acquisition of property and easements necessary for the Project; and

**WHEREAS**, documents conveying property interests for the improvements have been presented to the City for approval; and

**WHEREAS**, the names of the property owner and the fair market value of the property to be acquired are attached hereto as Exhibit "A" and made a part of this resolution; and

**WHEREAS**, it is in the best interest of the citizens of the City to approve and accept the above-described documents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:**

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreement to acquire the property.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owners shown on the attached Exhibit "A" pursuant to the terms and conditions of the Purchase Agreements as shown on the attached Exhibit "A".

**PASSED AND ADOPTED** this 8<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

**MICROSOFT ALLUVION - MAFFITT LAKE ROAD IMPROVEMENTS  
WDM PROJECT NO. 0510-046-2014**

| <b><u>PARCEL #</u></b> | <b><u>PROPERTY OWNER</u></b>   | <b><u>ACQUIRED PRICE-FMV</u></b>  |
|------------------------|--|---|
| 4                      | M.A.K Investments<br>c/o Steve Gillotti<br>Veterans Pkwy and Maffitt Lake Rd | \$62,320.00 * acquisition area increased from<br>.45 acres to 1.223 acres |
|                        | <b>TOTAL</b>   | <b>\$62,320.00</b>  |

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE:** September 8, 2015

**ITEM:** Resolution - Approval of Settlement Agreement and Release

**FINANCIAL IMPACT:** \$10,000.00

**SYNOPSIS:** Former City employee, Jerry John Keener, filed a lawsuit against the City, alleging discrimination and retaliation.

The parties have reached a proposed settlement of the claim. The attached Settlement Agreement sets forth the terms of the settlement and releases the City from further claims.

**OUTSTANDING ISSUES** (if any): None.

**RECOMMENDATION:** Approve the Settlement Agreement and General Release with Jerry John Keener regarding his claims of discrimination and retaliation.

**Lead Staff Member:** Richard J. Scieszinski, City Attorney *RJS by JJ*

**STAFF REVIEWS**

|                        |                                       |
|------------------------|---------------------------------------|
| Department Director    | Richard J. Scieszinski, City Attorney |
| Appropriations/Finance | <i>DS for Tim Stiles</i>              |
| Legal                  |                                       |
| Agenda Acceptance      | <i>RTG</i>                            |

**PUBLICATION(S)** (if applicable)

|                    |  |
|--------------------|--|
| Published In       |  |
| Dates(s) Published |  |

**SUBCOMMITTEE REVIEW** (if applicable)

|                |      |  |  |
|----------------|------|--|--|
| Committee      | None |  |  |
| Date Reviewed  |      |  |  |
| Recommendation |      |  |  |

## **RESOLUTION APPROVING SETTLEMENT WITH JERRY J. KEENER**

**WHEREAS**, Jerry John Keener filed a lawsuit against the City of West Des Moines in the Iowa District Court for Polk County entitled *Jerry J. Keener v. City of West Des Moines, Iowa, et al.*, Case No. LACL 130639; and

**WHEREAS**, the parties have reached a proposed settlement of the lawsuit and seek to memorialize the terms of the settlement in a general release; and

**WHEREAS**, approval of the Settlement Agreement and Release is in the best interest of the City of West Des Moines.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, THAT:**

1. The attached, negotiated Settlement Agreement and Release in *Jerry J. Keener v. City of West Des Moines, Iowa et al.*, Case No. LACL 130639, is approved.
2. The Mayor is authorized to sign the Settlement Agreement and Release on behalf of the City and the City Clerk is directed to attest to the Mayor's signature.
3. The City's Finance Department is authorized to make appropriate payment as provided by the terms of the Settlement Agreement and Release.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson,  
City Clerk

SETTLEMENT AGREEMENT, GENERAL RELEASE, AND COVENANT NOT TO SUE  
BETWEEN JERRY JOHN KEENER AND THE CITY OF WEST DES MOINES

---

The City of West Des Moines (the “City”) and Jerry J. Keener, on behalf of himself, his heirs, executors, successors, and assigns (“Keener”), hereby enter into this Settlement Agreement, General Release, and Covenant Not to Sue (“Agreement”):

WHEREAS, Keener was employed by the City as a seasonal horticulturalist from 2008 through 2013;

WHEREAS, Keener has challenged his termination through the filing of a civil lawsuit in the Iowa District Court for Polk County, captioned *Jerry J. Keener v. City of West Des Moines, Iowa et al.*, LACL 130639, in which he alleges that he was discriminated and retaliated against in violation of the Iowa Civil Rights Act and discharged in violation of public policy;

WHEREAS, Defendants have denied, and continue to deny, in their entirety, Keener’s allegations of wrongdoing;

WHEREAS, no evidentiary hearing has been held on the merits of any of Keener’s claims; and

WHEREAS, all parties desire to settle all potential outstanding issues between them, whether the subject of the above Action or otherwise, on an amicable basis on the terms and conditions stated in this Agreement.

NOW, THEREFORE, the City and Keener agree as follows:

1.     DISMISSAL WITH PREJUDICE OF ALL CLAIMS. Before negotiating the check referred to in Paragraph 7 below, Keener will dismiss the lawsuit pending before the Iowa District Court for Polk County, captioned *Jerry J. Keener v. City of West Des Moines et al.*, LACL 130639.

2. RELEASE. Keener, individually and on behalf of his successors and assigns, in consideration of the payment referred to in Paragraph 7, below, fully and forever releases and discharges the City and each of its directors, officers, employees, agents, trustees, contractors, consultants, and attorneys, including all individually-named defendants in the above-referenced lawsuit, and the Iowa Communities Assurance Pool (ICAP), American Risk Pooling Consultants, Inc., York Risk Services Group, Inc., York Risk Pooling Services, Inc., and Public Entity Risk Services of Iowa (PERSI) whether past, present, or future, and all predecessors, successors, and assigns thereof, ("Released Parties") from any and all claims, demands, agreements, causes of action, injunctions, and restraints or liabilities of whatever kind, whether in law, equity, or otherwise, whether stated or unstated, whether now known or unknown, or which have ever existed or now exist, including, but not limited to, any and all claims, liabilities, or causes of action relating to or arising out of Keener's recruitment, hiring, employment, transfer or separation from employment with the City, claims under any local rule, state or federal statute, and claims under common-law, promissory estoppel, claims for breach of contract, claims for any tort, claims for any wrongful discharge, or any other claims which could have been but have not been asserted. Keener affirms that has been paid for all hours worked. Keener acknowledges and agrees that this release and the covenant not to sue set forth in Paragraph 3 are essential and material terms of this Agreement and that without such release and covenant not to sue, no agreement would have been reached by the parties.

3. COVENANT NOT TO SUE. Keener covenants not to sue or to institute or cause to be instituted any kind of claim or action (except to enforce this Agreement) in any federal, state, or local agency or court against any of the Released Parties arising out of or attributable to his employment or termination of employment, or any other action or cause of action released under

Paragraph 2. If Keener violates this Agreement by suing any of the Released Parties for any reason for which suit is precluded by this Agreement, Keener agrees that he will pay all costs and expenses incurred by such Released Parties in defending such a lawsuit, including reasonable attorneys' fees.

4. INTENT OF PARTIES. It is the intent of Claimant and the Released Parties to end any dispute between them. This Release should be broadly construed to achieve this intent. The terms, provisions, covenants, and remedies contained in this Release shall be enforceable to the fullest extent permitted by law. If any term of this Release shall be found to be invalid or unenforceable, then such term shall be construed in a manner so as to permit its enforcement to the fullest extent permitted by the law. In any case, the remaining provisions of this Release other than those to which have been held invalid, illegal or unenforceable, shall not be affected or impaired and shall remain in full force and effect. This Release will not be construed either in favor of one party or against one party, but rather pursuant to the fair and reasonable interpretation of the language used.

5. NO REAPPLICATION/NO REHIRE. Keener agrees that in consideration of the payments and representations described below, he shall not seek employment, re-employment, or reinstatement with any of the Released Parties, in any capacity, whether full-time, part-time, or temporary, nor shall he be entitled to re-employment by any of the Released Parties.

6. NO ADMISSION OF WRONGDOING. This Agreement resolves all issues relating to the employment relationship between Keener and the Released Parties. This Agreement is not and shall not be construed as an admission by any of the Released Parties of any violation of the City's policies and procedures; or federal, state, or local law or regulations; or any provision of the common law.

7. PAYMENT. In consideration for the promises set forth herein, and subject to and conditioned upon Keener's performance of the conditions and undertakings set forth herein, the City, in full and final settlement of all of Keener's claims, will pay the total sum of \$50,000.00.

8. TAXES. Keener expressly acknowledges that he is not relying on any information provided by any of the Released Parties concerning the tax consequences of payment made under this Agreement. Keener acknowledges and agrees that he is solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which may, at any time, be found to be due upon or as a result of any amount that is paid by the City under this Agreement. Keener agrees to indemnify, defend, and hold the City harmless from any claim or liability asserted against it for any taxes and related penalties or interest, relating to the manner in which the payments under Paragraph 7 are allocated and paid under this Agreement.

9. ENTIRE AGREEMENT/MERGER/INTEGRATION. This Agreement constitutes the entire agreement, written and oral, of Keener and the Released Parties, and it supersedes and replaces all prior negotiations, proposed agreements, understandings, representations and agreements, written or oral. No party hereto is relying on any statement or representation of any other party hereto except those, if any, set forth herein. No part of this Agreement may be amended, varied, or supplemented in any respect, except by a writing duly executed by each of the Parties hereto or their authorized representatives.

10. NO THIRD PARTY RECOVERY. Claimant represents that he knows of no person or entity that has paid any amount on his behalf for which any other person or entity may seek, claim, or attempt to recover as a subrogee of Claimant against Released Parties. If such lienholder, subrogee, or any person/entity with a third party interest exists, Claimant agrees to satisfy those third-party interests out of the settlement proceeds and further agrees to defend,

indemnify, and hold harmless the Released Parties for any claims or interests that are asserted. Such indemnification shall include, without limitation, any and all attorney fees, court costs, and any and all other costs and expenses. Claimant further represents that he has not assigned his claim to any other person.

11. NO MEDICARE/SOCIAL SECURITY. Claimant represents that he is not currently receiving Medicare benefits and Medicare has not made any conditional payments on his behalf relating to any injuries suffered while an employee of the City. Claimant has not and will not apply for Social Security Disability benefits related to this incident. Claimant does not anticipate any future Medicare-eligible expenses relative to any injuries suffered while an employee of the City. Because none of the parties anticipate any future Medicare-eligible expense, no part of the settlement is being set aside for Medicare. Claimant agrees to defend, indemnify, and hold harmless the Released Parties from any interest asserted by Medicare. Such indemnification shall include, without limitation, any and all attorney fees, court costs, and any and all other costs and expenses.

12. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument.

13. SEVERABILITY. Should any term, provision or portion of any provision of this Agreement be held unenforceable for any reason, it shall be deemed severed from this Agreement, and the remainder of this Agreement shall continue to be in force in its entirety.

14. GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Iowa, without regard to its choice-of-law principles.

15. KNOWING AND VOLUNTARY RELEASE. Keener acknowledges that he has read this Agreement, that he fully understands and appreciates the meaning of this Agreement, that

it fully reflects the entirety of the agreement between the parties, that no representation, inducement, or warranty has been made to him by or on behalf of the Released Parties except as set forth herein, that he has consulted competent legal counsel of his selection with respect to this Agreement, and that he knowingly and voluntarily enters into this Agreement and agrees to comply with its terms and conditions.

THIS SETTLEMENT AGREEMENT AND RELEASE  
INCLUDES A RELEASE OF ALL CLAIMS.

\_\_\_\_\_  
Jerry J. Keener

\_\_\_\_\_  
Date Executed

The City of West Des Moines

By: \_\_\_\_\_

\_\_\_\_\_  
Date Executed

Its: \_\_\_\_\_

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**Date: September 8, 2015**

**ITEM:** Convenience Stores and Gasoline Pump and Canopy Regulations – Amend Title 9, Zoning, Definitions and Accessory Structures city code provisions for convenience stores, fuel pump islands, and island canopies – City Initiated – AO-002789-2015

**ORDINANCE: Approval of Second Reading, Waive Third and Adopt in Final Form**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** Staff requests an amendment to City Code, Title 9, Zoning, to revise the definition of convenience stores and revise the standards regulating fuel pump islands and island canopies to update them to current development standards. Staff has observed that the business model for convenience stores with fuel pumps has changed judging by the requests for larger stores and larger fuel pump canopies that have been received and by noting the number and types of variances that have been granted by the City.

Staff contacted three convenience store companies to discuss the standards of their convenience stores. Notable comments were that the minimum number of pumps they look to install is between 4 and 6 depending on whether in a rural or urban setting, that the stores are getting bigger because of the addition of on-site quick food preparation, and the canopy sizes are getting larger because of the addition of pass-by lanes and the number of pumps the canopies cover.

**Previous Council Action:**

Vote: 5-0 approval

Date: August 24, 2015

Motion: Approval of the First Reading of the ordinance

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance amendment in final form, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser, AICP

**Staff Reviews:**

|                        |  |
|------------------------|--|
| Department Director    |  |
| Appropriations/Finance |  |
| Legal                  |  |
| Agenda Acceptance      |  |

**PUBLICATION(S) (if applicable)**

|  |                     |
|--|---------------------|
| Published In                               | Des Moines Register |
| Date(s) Published                          | August 11, 2015     |
| Letter sent to surrounding property owners | N/A                 |

**SUBCOMMITTEE REVIEW (if applicable)**

|                |   |                             |                                |
|----------------|---|-----------------------------|--------------------------------|
| Committee      | Development & Planning                  |                             |                                |
| Date Reviewed  | July 16, 2015                           |                             |                                |
| Recommendation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

**ATTACHMENT:**

Exhibit I - Proposed Ordinance

Prepared by: KTragesser, West Des Moines Development Services, PO Box 65320, West Des Moines, IA 50265, 515-222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS) AND CHAPTER 14 (ACCESSORY STRUCTURES), SECTION 9 (FUEL PUMP ISLANDS AND ISLAND CANOPIES) TO AMEND THE DEFINITION FOR CONVENIENCE STORES AND TO REVISE REGULATIONS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:**

**Section 1. Amendment.** Title 9: Zoning, Chapter 2: Zoning Rules and Definitions, is hereby amended to replace the definition of CONVENIENCE STORES with the following:

**CONVENIENCE STORES:** a retail establishment that offers for sale convenience goods such as prepackaged food products, limited on-site prepared food or fresh food, beer and alcohol, tobacco, periodicals, and miscellaneous household goods and automobile accessories. Convenience stores may have extended hours. Convenience stores may or may not sell automobile fuel. Convenience stores as defined here do not include any type of automobile repair or parts sales and are not considered to be grocery stores.

**Section 2. Amendment.** Title 9 (Zoning), Chapter 14 (Accessory Structures), Section 9 (Fuel Pump Islands and Island Canopies) is hereby amended by adding the text in bold lettering and deleting the text in strikethrough lettering:

- A. Fuel Pumps And Canopies Related To Ultimate Right-Of-Way Setbacks: ~~The following matrix shows the minimum setbacks required along the ultimate right of way, and the maximum square foot area for fuel pump island canopies related to the number of fuel pumps at the site.~~ All fuel pump island canopies shall be setback a minimum of fifty (50) feet from the ultimate right(s)-of-way line as measured to the extreme edge of the canopy. Canopies need only to meet the normal side yard and rear yard setbacks for its respective zoning district as set elsewhere in this Title under Setback and Bulk Density Regulations<sup>2</sup>. Fuel pump canopies in existence prior to this ordinance will not be made non-conforming by this ordinance. (See Table #1)Table #1 — Canopies Size And Ultimate Right Of Way Setbacks Related To Total Number Of Site Fuel Pumps

**Table #1 Canopies Size And Ultimate Right Of Way**

| <del>Setbacks Related to Total Number of Site Fuel Pumps Number of fuel pumps on site</del> | <del>1</del>   | <del>2</del>     | <del>3</del>     | <del>4</del>     | <del>5</del>     | <del>6</del>     | <del>7</del>     | <del>8</del>     | <del>9</del>     | <del>10</del>    |
|---|----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| <del>Maximum square feet allowed for fuel pump island canopies</del>                        | <del>500</del> | <del>1,000</del> | <del>1,500</del> | <del>2,000</del> | <del>2,500</del> | <del>3,000</del> | <del>3,500</del> | <del>4,000</del> | <del>4,500</del> | <del>5,000</del> |
| <del>Minimum setbacks for fuel pump island canopies</del>                                   | <del>25</del>  | <del>25</del>    | <del>25</del>    | <del>35</del>    | <del>35</del>    | <del>35</del>    | <del>50</del>    | <del>50</del>    | <del>50</del>    | <del>50</del>    |

Note: A "fuel pump" can supply fuel to no more than 2 vehicles at the same time.

B. Height: No fuel pump island canopies shall exceed a maximum height of twenty feet (20'), however, all fuel pump island canopies must provide a minimum clearance of fourteen feet (14') to accommodate the overhead clearance required for emergency vehicles.

C. Signage: Any signage displayed on a fuel pump island or fuel pump island canopy is subject to the requirements of the West Des Moines Sign Ordinance.

D. Lighting: All light fixtures attached to a fuel pump island canopy must be recessed into the canopy with flush-mounted lenses and designed to illuminate downward to eliminate glare and spillover lighting beyond the property line.

E. Canopies Area And Fuel Pumps: The following matrix table shows represents the maximum square foot area for fuel pump island canopies, and the maximum number of fuel pumps allowed per site by zoning district.

|   | RC               | CMC              | NC               | CVC              | SC               | VJC              | VJHB             |
|---|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| <del>Maximum square feet of fuel pump island canopies</del> | <del>5,000</del> | <del>3,000</del> | <del>1,500</del> | <del>2,000</del> | <del>5,000</del> | <del>1,500</del> | <del>1,500</del> |
| <del>Maximum number of fuel pumps allowed per site</del>    | <del>10 12</del> | <del>6</del>     | <del>3 6</del>   | <del>4 6</del>   | <del>10 12</del> | <del>3 4</del>   | <del>3 4</del>   |

Note: A "fuel pump" can supply fuel to not more than 2 vehicles at the same time.

|      |  |     |                                     |
|------|--|-----|-------------------------------------|
| RC   | Regional Commercial District               | CMC | Community Commercial District       |
| NC   | Neighborhood Commercial District           | CVC | Convenience Commercial District     |
| SC   | Support Commercial District                | VJC | Valley Junction Commercial District |
| VJHB | Valley Junction Historic Business District |     |                                     |

**F. Design Standards for Fuel Pump Island Canopies:** The intent of the following design standards is to promote an appealing structure that is architecturally consistent with the principal structure, provides visual interest, and balances the mass of the canopy between the elements of the structure such as the canopy and the support structure. For all fuel pump canopies the following design elements must be present:

- a. All pump island canopy supports shall be trimmed in brick, stone, or split face masonry consistent with the majority of material used for the primary structure. The brick, stone, or split face masonry materials shall extend up the entire height of the support column.
- b. Pump island canopies 100 linear feet long or greater shall be designed to provide visual interest and break the straight line appearance of the length of the canopy by utilizing changes in massing and materials.
- c. The color of the canopy shall be consistent with the color of the materials used to construct the primary structure. The color shall not be consistent with the signage colors unless considered part of the signage allowance for the primary structure as noted elsewhere in this Title.

**Section 3. Repealer.** All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

**Section 4. Savings Clause.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**Section 5. Violations and Penalties.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

**Section 6. Other Remedies.** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**Section 7. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T Jacobson, City Clerk

The foregoing Ordinance No. \_\_\_\_\_ was adopted by the Council for the City of West Des Moines, Iowa, on \_\_\_\_\_, 2015, and was published in the Des Moines Register on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

**NO CHANGE FROM PREVIOUS READING**

**5(b)**

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**Date: September 8, 2015**

**ITEM:** Breweries - Amend City Code Title 9 (Zoning) to add a definition for breweries, establish zoning districts in which the use is allowed and identify performance and parking standards – City Initiated (AO-002790-2015)

**ORDINANCE: Approval of Second Reading, Waive Third and Adopt in Final Form**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** Twisted Vine Brewery has proposed a brewery, with tap room, to be located in a Regional Commercial zoning district. Under the current zoning code, breweries are allowed in the General Industrial, Light Industrial, and Business Park zoning districts. Recently, the City amended the zoning ordinance to allow tap rooms/beer parlors in conjunction with a brewery in these zones. Representatives from Twisted Vine Brewery met with the Development & Planning City Council Subcommittee to propose the location of the brewery with tap room at 3320 Weston Parkway, on a parcel immediately south of Valley West Mall. The Subcommittee supported the proposal and Staff recommended that the zoning ordinance be amended to allow breweries in commercial areas but with regulations controlling the size of the breweries allowed in order to address concerns with manufacturing components being visible to adjoining properties and the general public. The proposed ordinance includes the performance standards and limitations for a business.

**Previous Council Action:**

Vote: 4-0 approval, Council member Trimble abstained due to potential conflict of interest

Date: August 24, 2015

Motion: Approval of the First Reading of the ordinance

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance amendment in final form, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser, AICP

**Staff Reviews:**

|                        |  |
|------------------------|--|
| Department Director    |  |
| Appropriations/Finance |  |
| Legal                  |  |
| Agenda Acceptance      |  |

**PUBLICATION(S) (if applicable)**

|  |                     |
|--|---------------------|
| Published In                               | Des Moines Register |
| Date(s) Published                          | August 11, 2015     |
| Letter sent to surrounding property owners | N/A                 |

**SUBCOMMITTEE REVIEW (if applicable)**

|                |   |                             |                                |
|----------------|---|-----------------------------|--------------------------------|
| Committee      | Development & Planning                  |                             |                                |
| Date Reviewed  | July 16, 2015                           |                             |                                |
| Recommendation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

**ATTACHMENT:**

Exhibit I - Proposed Ordinance

Prepared by: KTragesser, West Des Moines Development Services, PO Box 65320, West Des Moines, IA 50265, 515-222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

**ORDINANCE NO.**

**TO AMEND TITLE 9 (ZONING), CHAPTER 2 (ZONING RULES AND DEFINITIONS) TO ADD A DEFINITION FOR BREWERY; AMEND TITLE 9 (ZONING), CHAPTER 6 (COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICTS), SECTION 6 (COMMERCIAL, OFFICE AND INDUSTRIAL USE REGULATIONS), SUBSECTION C, TABLE 6.1 (USE MATRIX) TO REGULATE SIC 5813 – TAP ROOM/BEER PARLOR IN CONJUNCTION WITH A BREWERY AND TO REGULATE SIC 2082 BREWERY; AMEND TITLE 9 (ZONING), CHAPTER 10, PERFORMANCE STANDARDS TO REVISE REGULATIONS FOR TAP ROOM/BEER PARLOR; AND AMEND TITLE 9 (ZONING), CHAPTER 15, OFF STREET PARKING AND LOADING TO REGULATE PARKING REQUIREMENTS FOR TAP ROOM/BEER PARLOR**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:**

**Section 1. Amendment.** Title 9: Zoning, Chapter 2: Zoning Rules and Definitions, is hereby amended to place in alphabetical order the following definitions:

**BREWERY: A business that produces brews ales, beer, meads and/or similar beverages on site (SIC 2082 Manufacturing of Malt Beverages).**

**Section 2. Amendment.** Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts), Section 6 (Commercial, Office and Industrial Use Regulations), Subsection C, Table 6.1 (Use Matrix) is hereby amended by adding the text in bold lettering:

| SIC CODES  | RC | CMC | NC | CVC | SC | VJC | VJHB | WR | BP | VJLI | LI | GI | OF | PCP | OS |
|--|----|-----|----|-----|----|-----|------|----|----|------|----|----|----|-----|----|
| SIC 208 Beverages  |    |     |    |     |    |     |      |    | Pc |      | Pc | P  |    |     |    |
| <b>SIC 2082 Brewery less than 5,000 sq. ft. In conjunction with a tap room</b>   | Pc | Pc  | Pc |     | Pc |     | Pc   | Pc | Pc |      | Pc | Pc |    |     |    |
| <b>SIC 2082 Brewery less than 10,000 sq. ft. In conjunction with a tap room</b>  | Pc | Pc  |    |     | Pc |     |      | Pc | PC |      | Pc | Pc |    |     |    |
| <b>SIC 2082 Brewery over 10,000 sf, with or without a tap room</b>   |    |     |    |     |    |     |      |    | Pc |      | Pc | P  |    |     |    |
| 5813 Drinking Places   | Pc | Pc  | Pc |     | Pc |     | Pc   | Pc |    |      |    |    |    |     |    |
| <b>SIC 5813 Tap Room/Beer Parlor in conjunction with a brewery of less than 5,000 sq. ft.</b>                              | Pc | Pc  | Pc |     | Pc |     | Pc   | Pc | Pc |      | Pc | Pc |    |     |    |
| <b>SIC 5813 Tap Room/Beer parlor in conjunction with a brewery greater than 5,000 sq. ft. and less than 10,000 sq. ft.</b> | Pc | Pc  |    |     | Pc |     |      | Pc | Pc |      | Pc | Pc |    |     |    |
| <b>SIC 5813 Tap Room/Beer Parlor in conjunction with brewery greater than 10,000 sq. ft.</b>                               |    |     |    |     |    |     |      |    | Pc |      | Pc | Pc |    |     |    |

**Section 3. Amendment.** Title 9 (Zoning), Chapter 10 (Performance Measures), Section 4 (Specific Use Regulations), Paragraph A is hereby amended by adding the text in bold lettering:

**14. Tap Rooms or Beer Parlors:** In those districts where a tap room/beer parlor is allowed, the tap room/beer parlor shall only be allowed by approval of a permitted conditional use permit to operate in conjunction with a brewery. The brewery must have a Native Beer Brewery (NAB or NAAB) permit issued through the State of Iowa and a Class B beer license approved by the City. The Class B beer license shall be restricted to serving only those beers brewed on-site, plus a maximum of five (5) additional microbrewery or craft beers that are brewed off-site.

**No Class LC liquor permit will be allowed in conjunction with the tap room; having such license will classify the establishment as a drinking place/bar for the purposes of this ordinance and regulation.**

**For tap rooms/beer parlors exceeding 50 percent of the gross square footage of the brewery, or serving more than five (5) varieties of microbrewery or craft beers, those uses will be considered a drinking place/bar for purposes of this ordinance and regulation.**

**Parking space requirements for a brewery with tap room/beer parlor will be calculated at the parking rate for 5318 Drinking Establishments for that portion of the brewery identified as the tap room/beer parlor. This**

parking calculation shall be in addition to the parking requirement for SIC 20 Food and Kindred Products for that portion of the brewery identified for production purposes.

**Section 4. Amendment.** Title 9 (Zoning), Chapter 10 (Performance Measures), Section 4 (Specific Use Regulations), Paragraph J, subparagraph 8 is hereby deleted.

~~8. Tap Rooms or Beer Parlors shall only be allowed by approval of a permitted conditional use permit to operate in conjunction with a brewery. The brewery must have a Native Beer Brewery (NAB or NAAB) permit issued through the State of Iowa and a Class B beer license approved by the City of West Des Moines. The tap room shall occupy no more than 20 percent of the gross square footage of the brewery or be no greater than 3,000 sq. ft. whichever is more restrictive. The Class B beer license shall be restricted to serving only those beers brewed on site, plus a maximum of five (5) additional micro brewery beers that are brewed off site. No class LC liquor permit will be allowed in conjunction with the tap room; having such license will classify the establishment as a bar.~~

**Section 5. Amendment.** Title 9 (Zoning), Chapter 10 (Performance Measures), Section 4 (Specific Use Regulations), Paragraph K, subparagraph 9 is hereby deleted.

~~9. Tap Rooms or Beer Parlors shall only be allowed by approval of a permitted conditional use permit to operate in conjunction with a brewery. The brewery must have a Native Beer Brewery (NAB or NAAB) permit issued through the State of Iowa and a Class B beer license approved by the City of West Des Moines. The tap room shall occupy no more than 20 percent of the gross square footage of the brewery or be no greater than 3,000 sq. ft. whichever is more restrictive. The Class B beer license shall be restricted to serving only those beers brewed on site, plus a maximum of five (5) additional micro brewery beers that are brewed off site. No class LC liquor permit will be allowed in conjunction with the tap room; having this license will classify the establishment as a bar.~~

**Section 6. Amendment.** Title 9 (Zoning), Chapter 15 (Off Street Parking and Loading), Section 7-E is hereby amended by adding the text in bold lettering and deleting the text in strikethrough lettering:

|  |   |
|--|---|
| 58 Eating and drinking places                                |   |
| 5813 Drinking places   | <ul style="list-style-type: none"> <li>1.5 spaces per 100 square feet of GFA</li> </ul>   |
| 5813 Tap Rooms/Beer parlor in conjunction with a brewery     | <ul style="list-style-type: none"> <li>1.5 spaces per 100 square feet of GFA <b>of the tap room/beer parlor in addition to that parking required of SIC 2082: Malt Beverages Food and Kindred Products</b></li> </ul> |
| 20 Food and Kindred Products                                 | <ul style="list-style-type: none"> <li>3 spaces per 1,000 s. f. of G. F. A.</li> </ul>  |
| 2082 Malt Beverages (breweries) in conjunction with tap room | <ul style="list-style-type: none"> <li>3 spaces per 1,000 square feet of GFA of the brewery plus 1.5 spaces per 100 square feet of GFA of the tap room/beer parlor</li> </ul>   |

**Section 7. Repealer.** All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

**Section 8. Savings Clause.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**Section 9. Violations and Penalties.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

**Section 10. Other Remedies.** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**Section 11. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T Jacobson  
City Clerk

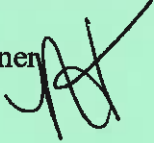
The foregoing Ordinance No. \_\_\_\_\_ was adopted by the Council for the City of West Des Moines, Iowa, on \_\_\_\_\_, 2015, and was published in the Des Moines Register on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT  
MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Naomi Hamlett, AICP, Planner 

**DATE:** September 8, 2015

**RE:** Development Agreement, Westtown V Urban Renewal Area – Development of an office and conference Center - HyVee, Inc.

Representatives from HyVee and City staff have agreed upon the terms of a draft development agreement involving a tax rebate based on HyVee's approximately \$18 million construction project, however, staff recommends that the development agreement and the contract between HyVee, the City and the Iowa Economic Development Authority (IEDA) be considered by the City Council at the same meeting. That IEDA contract is not yet finalized.

Staff recommends that the Public Hearing for the Development Agreement for HyVee, Inc. be continued until September 21, 2015.

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

Date: September 8, 2015

**ITEM:** S & F/Karp PUD, Northeast corner of S. 41<sup>st</sup> Street and Mills Civic Parkway – Amend S & F/Karp PUD development and architectural standards for Parcel C within the PUD – Highgates Plaza, LLC – ZC-002740-2015

**ORDINANCE:** Approval of First Reading of the Ordinance

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The owner of the property at the northeast corner of S. 41<sup>st</sup> Street and Mills Civic Parkway is proposing to construct a multi-tenant office building on the site that will house professional offices such as an insurance office, real estate office, etc. Commercial development has always been intended for the site and is stipulated within the PUD, however the architectural requirements within the PUD require architecture that is residential in character. The applicant would like to construct a building on the site that has a more modern look and not residential in character. This amendment to the PUD proposes modifications to the architecture section of the PUD that applies to parcel C within the PUD (the subject property) in order to accommodate the architecture of the proposed building.

The PUD designates this property with a C-1, Restricted Commercial District zoning classification. This is a zoning classification that no longer exists within the City Zoning Code. The applicant is also proposing to designate the property with a Support Commercial zoning designation, consistent with that indicated on the City's adopted Comprehensive Plan Land Use map.

Plan and Zoning Commission Action:

Vote: 7-0 Approval


Date: August 31, 2015

Motion: Adopt a resolution recommending the City Council approve the proposed amendment to the PUD Ordinance.

**OUTSTANDING ISSUES:** There are no outstanding issues. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee – *Development and Planning: August 27, 2015*
- Staff Review and Comment
  - *Architectural Changes*
  - *Support Commercial Zoning Designation*
- Comprehensive Plan Consistency
- Findings
- Staff Recommendations and Conditions of Approval
- Noticing Information
- Owners/Applicant Representative Information

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the first reading of an ordinance amendment to the S & F/Karp PUD to modify the architectural standards section of the PUD and update the underlying zoning, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz 

**STAFF REVIEWS:**

|                        |  |
|------------------------|--|
| Department Director    |  |
| Appropriations/Finance |  |
| Legal                  |  |
| Agenda Acceptance      |  |

**PUBLICATION(S) (if applicable)**

|  |                            |
|--|----------------------------|
| Published In                               | <i>Des Moines Register</i> |
| Date(s) Published                          | August 21, 2015            |
| Letter sent to surrounding property owners | August 18, 2015            |

**SUBCOMMITTEE REVIEW (if applicable)**

|                |   |                             |                                |
|----------------|---|-----------------------------|--------------------------------|
| Committee      | Development and Planning                |                             |                                |
| Date Reviewed  | August 27, 2015                         |                             |                                |
| Recommendation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

**ATTACHMENTS:**

|              |                                       |
|--------------|---------------------------------------|
| Exhibit I    | Plan and Zoning Communication         |
| Attachment A | Plan and Zoning Commission Resolution |
| Exhibit A    | - Conditions of Approval              |
| Attachment B | Location Map                          |
| Attachment C | Proposed PUD Ordinance Amendment      |

## CITY OF WEST DES MOINES PLAN AND ZONING COMMISSION COMMUNICATION

**Meeting Date:** August 31, 2015

**Item:** S & F/Karp PUD, Northeast corner of S. 41<sup>st</sup> Street and Mills Civic Parkway  
– Amend S & F/Karp PUD development and architectural standards for Parcel C within the PUD – Highgates Plaza, LLC – ZC-002740-2015

**Requested Action:** Approval of Rezoning Request

**Case Advisor:** Brian S. Portz, AICP

**Applicant's Request:** The owner of the property at the northeast corner of S. 41<sup>st</sup> Street and Mills Civic Parkway is proposing to construct a multi-tenant office building on the site that will house professional offices such as an insurance office, real estate office, etc. Commercial development has always been intended for the site and is stipulated within the PUD, however the architectural requirements within the PUD require architecture that is residential in character. The applicant would like to construct a building on the site that has a more modern look and not residential in character. This amendment to the PUD proposes modifications to the architecture section of the PUD that applies to parcel C within the PUD (the subject property) in order to accommodate the architecture of the proposed building.

The PUD designates this property with a C-1, Restricted Commercial District zoning classification. This is a zoning classification that no longer exists within the City Zoning Code. The applicant is also proposing to designate the property with a Support Commercial zoning designation, consistent with that indicated on the City's adopted Comprehensive Plan Land Use map.

**History:** The subject property was annexed into the City in 1957. The S & F/Karp PUD was approved in 1991 with amendments in 1995, 1999, 2006 and 2008. The two most recent amendments allowed for the development of the Chapel Ridge Apartments and Vineyard Ridge Townhomes.

**City Council Subcommittee:** This item was presented at the August 27, 2015 Development and Planning City Council Subcommittee as an informational item. No disagreement with the proposal was expressed.

**Staff Review and Comment:** This request was distributed to other City departments and other agencies for their review and comment. Staff would summarize the following key points of interest:

- **Architectural changes:** The applicant is proposing a multi-tenant office building for the site that will be designed with large store front aluminum clad type windows along with a flat roof which doesn't meet the residential architectural requirement for this parcel stated within the PUD. The proposed amendment to the architecture requirements is intended to allow the proposed building design on the property while still protecting the integrity of the PUD and the surrounding area. Staff is comfortable with the proposed building design due to the more modern and non-residential design of the City Library and Learning Resource Center across the street, as well as due to the separation from the Chapel Point apartments and Vineyard Ridge townhomes because of the large overhead power transmission lines.
- **Support Commercial Zoning Designation:** The applicant is requesting to change the zoning designation of Parcel C to Support Commercial. The zoning designation currently stated in the PUD is for C-1, Restricted Commercial which is a classification no longer utilized. As indicated above, designating the zoning of the property as Support Commercial is consistent with the Comprehensive Plan land use designation for the property. It should be noted, this change in zoning designation will allow the proposed building to be up to 36' in height which is 6' taller than that currently allowed under the C-1 designation. The additional height will allow for any necessary parapet walls or other detailing necessary to screen roof-top mechanical units on the building.

**Comprehensive Plan Consistency:** The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

**Findings:** This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.
4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.
5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

**Staff Recommendation And Conditions Of Approval:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve an amendment to the S & F/Karp PUD to amend the zoning designation and architectural standards for parcel C of the PUD, subject to the applicant meeting all City Code requirements.

**Noticing Information:** On August 21, 2015, notice for the August 31, 2015, Plan and Zoning Commission and September 8, 2015, City Council Public Hearings on this project was published in the Des Moines Register Community Section. Notice of these public hearings was also mailed to all surrounding property owners within 370 feet of the subject property on August 18, 2015.

**Property Owner:** Highgates Plaza, LLC  
119 Glen Park Avenue  
Toronto, Ontario M6B 2C6  
[joseph@highgates.com](mailto:joseph@highgates.com)

**Applicant's Representative:**  
Michael Gaunt  
Bishop Engineering  
3501 104<sup>th</sup> Street  
Urbandale, IA 50322  
[mgaunt@bishopengr.com](mailto:mgaunt@bishopengr.com)

**Attachments:**

- Attachment A - Plan and Zoning Commission Resolution
- Exhibit A - Conditions
- Attachment B - Location Map
- Attachment C - Proposed PUD Ordinance Amendment

RESOLUTION NO. PZC-15-065

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO THE S & F/KARP PUD TO MODIFY LANGUAGE RELATING TO DEVELOPMENT AND ARCHITECTURAL STANDARDS FOR PARCEL C WITHIN THE PUD**

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Highgates Plaza, LLC, has requested an amendment to the S & F/Karp PUD (ZC-002740-2015) to amend development and architectural standards for Parcel C within the PUD.

**WHEREAS**, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

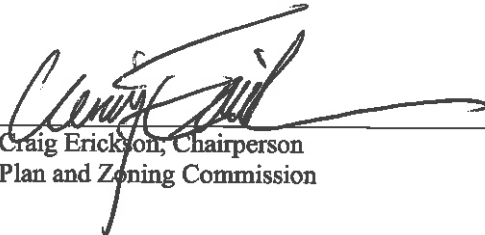
**WHEREAS**, on August 31, 2015, this Commission held a duly-noticed hearing to consider the application for Rezoning Request (ZC-002740-2015);

**NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:**

**SECTION 1.** The findings, for approval, in the staff report, dated August 31, 2015, or as amended orally at the Plan and Zoning Commission hearing of August 31, 2015, are adopted.

**SECTION 2.** REZONING REQUEST (ZC-002740-2015) to amend development and architectural standards for Parcel C within the PUD is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated August 31, 2015, including conditions added at the Hearing, and attached hereto as Exhibit "A", if any. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

**PASSED AND ADOPTED** on August 31, 2015.

  
Craig Erickson, Chairperson  
Plan and Zoning Commission

ATTEST:

  
Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on August 31, 2015, by the following vote:

AYES: Andersen, Brown, Costa, Crowley, Erickson, Hatfield, Southworth

NAYS: -0-

ABSTENTIONS: -0-

ABSENT: -0-

ATTEST:

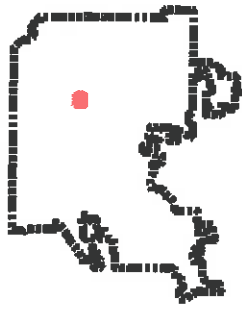
  
Recording Secretary

**Exhibit A**  
**Conditions of Approval**

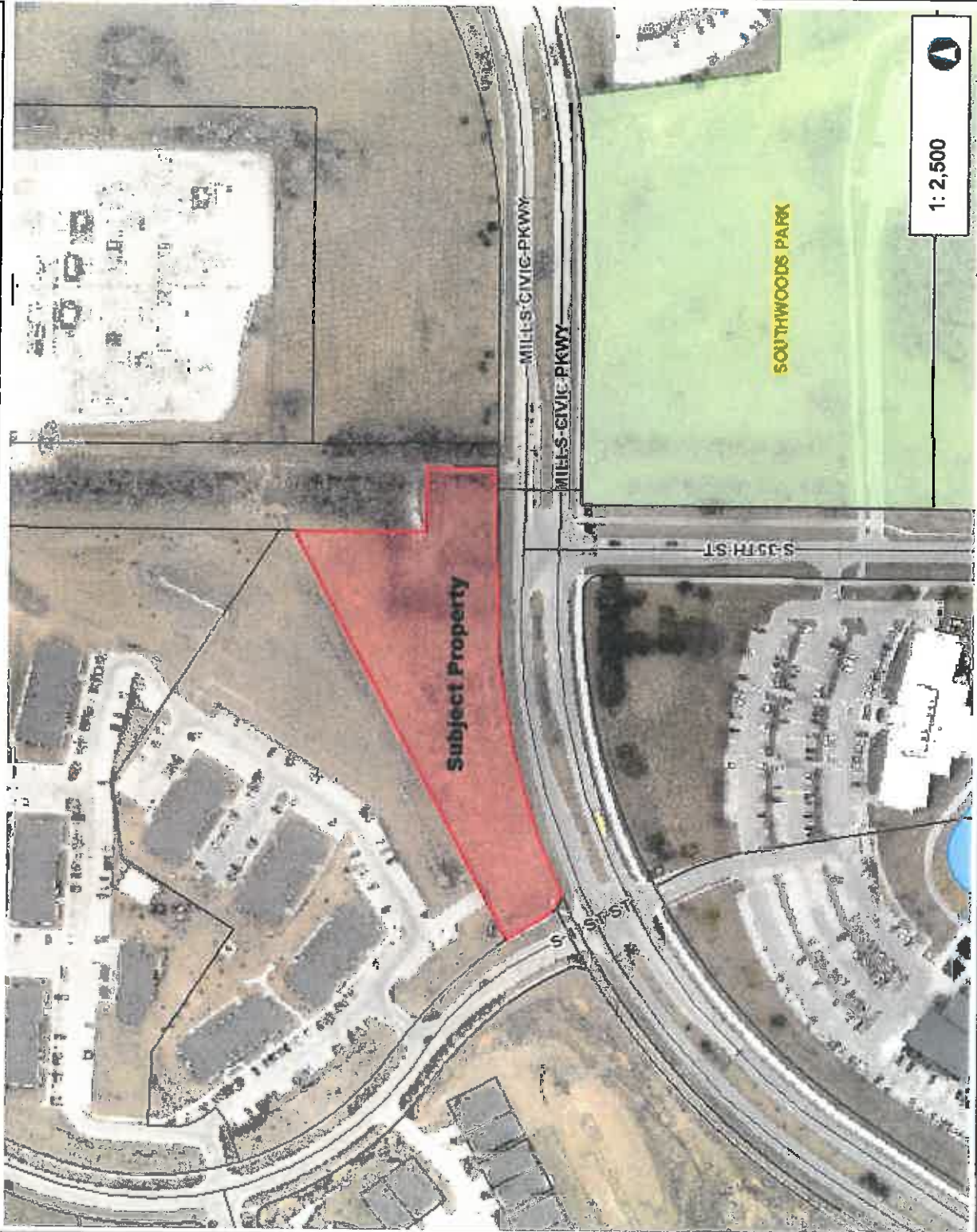
1. No conditions of approval.



# S&F/Karp PUD Amendment



- Legend**
- Parcels
  - Parks
  - Greenways



1: 2,500



416.7 0 208.33 416.7 Feet

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

NAD\_1983\_StatePlane\_Iowa\_South\_FIPS\_1402\_Feet  
© City of West Des Moines, Iowa

Prepared by: B. Portz, Development Services, PO Box 65320, W.D.M., IA 50265-0320, 515-222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, AND ORDINANCE #947, 1118, 1357, 1679, and 1795 PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:**

**SECTION 1. AMENDMENT.** Ordinance #947, 118, 1357, 1679, and 1795 pertaining to the S and F/Karp Planned Unit Development (PUD), Section 010-03: *Conditions*; Subsection B: *Land Use Design Criteria*; Subsection 3: *Parcel C*; is hereby amended by deleting the following highlighted text and adding the following bolded text:

3. Parcel C: All general use regulations, performance standards and provisions set forth in ~~article XIII of ordinance 430~~ **title 9 of the city code** for the ~~C-1 restricted commercial~~ **Support Commercial (SC)** district shall apply to any development proposal for the property within parcel C as shown on the sketch plan, except as shall be further provided herein. This parcel shall encompass a maximum of three (3.0) acres.
  - a. Permitted Uses: Permitted uses within parcel C shall include all uses permitted within the ~~C-1 restricted commercial~~ **Support Commercial (SC)** district, except clothes cleaning and laundry pick up stations, convenience stores, laundrettes, or variety stores shall be prohibited. Additionally, no drive-through facility or outdoor display or storage area shall be permitted within parcel C except a drive-through facility for a financial institution may be permitted.
  - b. Development Standards: Lot area, lot frontage and yard requirements shall comply with standards of the ~~C-1~~ **Support Commercial (SC)** zone district unless otherwise stated herein.

Parking lots and buildings and/or structures shall be set back a minimum of sixty feet (60') from Civic Parkway. Parking lots shall be sufficiently screened, as practical, from public street view and surrounding residential properties with the use of landscaping, earth berming, and/or wall structures as may be required by the city. Particular emphasis shall be placed upon the open space, landscaping and overall site design to effectively convey an attractive and aesthetically pleasing image of development within parcel C as the site relates to the Civic Parkway entryway from the future Interstate 35 interchange into the city of West Des Moines.

- c. Architecture: The architectural design of any building shall be acceptable to the city, provided acceptance shall not be unreasonably withheld, and all buildings within the parcel shall ~~be residential in character and have as a primary element of the exterior being fascia glass, face brick, concrete panels, or stone panels, with all sides of any building built within the parcel consistent in design and use of materials attempt to express a creative presentation by careful attention to exterior building materials and details, use of fenestration, and change in building mass within the plan and roof design to lessen the plainness of appearance which~~

*can be characteristic of commercial buildings. Primary materials of the exterior shall be: curtain wall glass, face brick or stone or architectural metal panels. All sides of the building shall receive high quality materials, finishes, and details (360 degree architectural treatment).* No wood, masonite, visible asphaltic exterior wall or roof material, aluminum siding, nonarchitectural sheet metal, concrete block, or other similar materials shall constitute a portion of any building exterior except as a trim material, unless the city council of West Des Moines, after review by the ~~planning and zoning commission~~ **Plan and Zoning Commission** of West Des Moines shall determine said material when used as a primary element, enhances the physical appearance.

**SECTION 2. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 3. VIOLATIONS AND PENALTIES.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in 1-4-1 of the City Code of the City of West Des Moines, Iowa.

**SECTION 4. OTHER REMEDIES.** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

**ATTEST:**

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**DATE:** September 8, 2015

**ITEM:** Public Hearing – Valley View Park Basketball Courts:

1. Resolution – Approval of Plans and Specifications
2. Motion – Receive and File Report of Bids
3. Resolution – Approve Contract

**FINANCIAL IMPACT:** Total expense of \$283,807.00. There is \$243,800 budgeted in FY 15-16 for this project in the Valley View Park Improvements CIP account (6564.75.840.6.7910). The shortfall of \$40,007 will be covered out of funds budgeted in the Parks C.I.P. budget for the Grand Avenue Trail – Jordan Creek to Fuller Road. These funds will be re-budgeted for the Grand Avenue Trail in FY 16-17. The estimate for the Valley View Park Basketball Courts project provided by Shive Hattery was \$243,659.55.

**BACKGROUND:** The Council is asked to approve the plans and specifications for the Valley View Park Basketball Courts project and to receive and file the report of bids that is attached. One bid was received for the project. The lowest responsible bid of \$283,807.00 was submitted by Grimes Asphalt and Paving of Des Moines, Iowa.

The project involves grading and subgrade preparation, gravel sub-base, asphalt paving, court surfacing, basketball goals, concrete sidewalks, electrical service, court lighting, and site restoration. Due to the higher than budgeted price, no add alternates are being recommended.

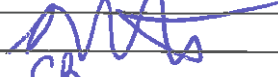
**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:** That the Council hold the public hearing and pass the resolution to approve the plans and specifications, move to receive and file the report of bids, and award the contract for the Valley View Park Basketball Courts project in the amount of \$283,807.00.

**Lead Staff Member:**

Sally Ortgies

## STAFF REVIEWS

|                        |   |
|------------------------|---|
| Department Director    |  |
| Appropriations/Finance | CR  |
| Legal                  |   |
| Agenda Acceptance      | RTJ   |

## PUBLICATION(S) (if applicable)

|                       |                     |
|-----------------------|---------------------|
| Published In          | Des Moines Register |
| Dates(s)<br>Published | August 28, 2015     |

## SUBCOMMITTEE REVIEW (if applicable)

|                |     |    |       |
|----------------|-----|----|-------|
| Committee      | N/A |    |       |
| Date Reviewed  |     |    |       |
| Recommendation | Yes | No | Split |

**Resolution Adopting Plans,  
Specifications, Form of Contract, and  
Estimate of Cost**

**WHEREAS**, on August 24, 2015 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Valley View Park Basketball Courts**

and,

**WHEREAS**, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements was published as required by law;

therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvement are hereby approved.

**PASSED AND APPROVED** this 8<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

## **Resolution Approving Contract**

**WHEREAS**, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

### **Valley View Park Basketball Courts**

and,

**WHEREAS**, bids have been received and opened by the City Clerk, Deputy City Clerk, or designee and placed on file by the City Council.

and,

**WHEREAS**, the bid of Grimes Asphalt and Paving of Des Moines, Iowa in the amount of \$283,807.00 is the lowest responsible bid received for said public improvement, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that a contract for the Valley View Park Basketball Courts project is hereby awarded to Grimes Asphalt and Paving in the amount of \$283,807.00 and the bond of said bidder for the project is hereby fixed in the same amount.

**BE IT FURTHER RESOLVED** that the Director of Parks and Recreation is authorized and directed to return bid bonds and/or checks to any unsuccessful bidder.

**BE IT FURTHER RESOLVED** that work on said project may commence as soon as the final contract and bond have been approved by the Director of Parks and Recreation and have been signed by the Director of Finance and after the contractor is given a written notice to proceed by the Director of Parks and Recreation.

**PASSED AND APPROVED** this 8<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Jacobson, City Clerk

Client: City of West Des Moines  
Project Name: Valley View Park - Basketball Courts

Bid Date & Time: September 2, 2015

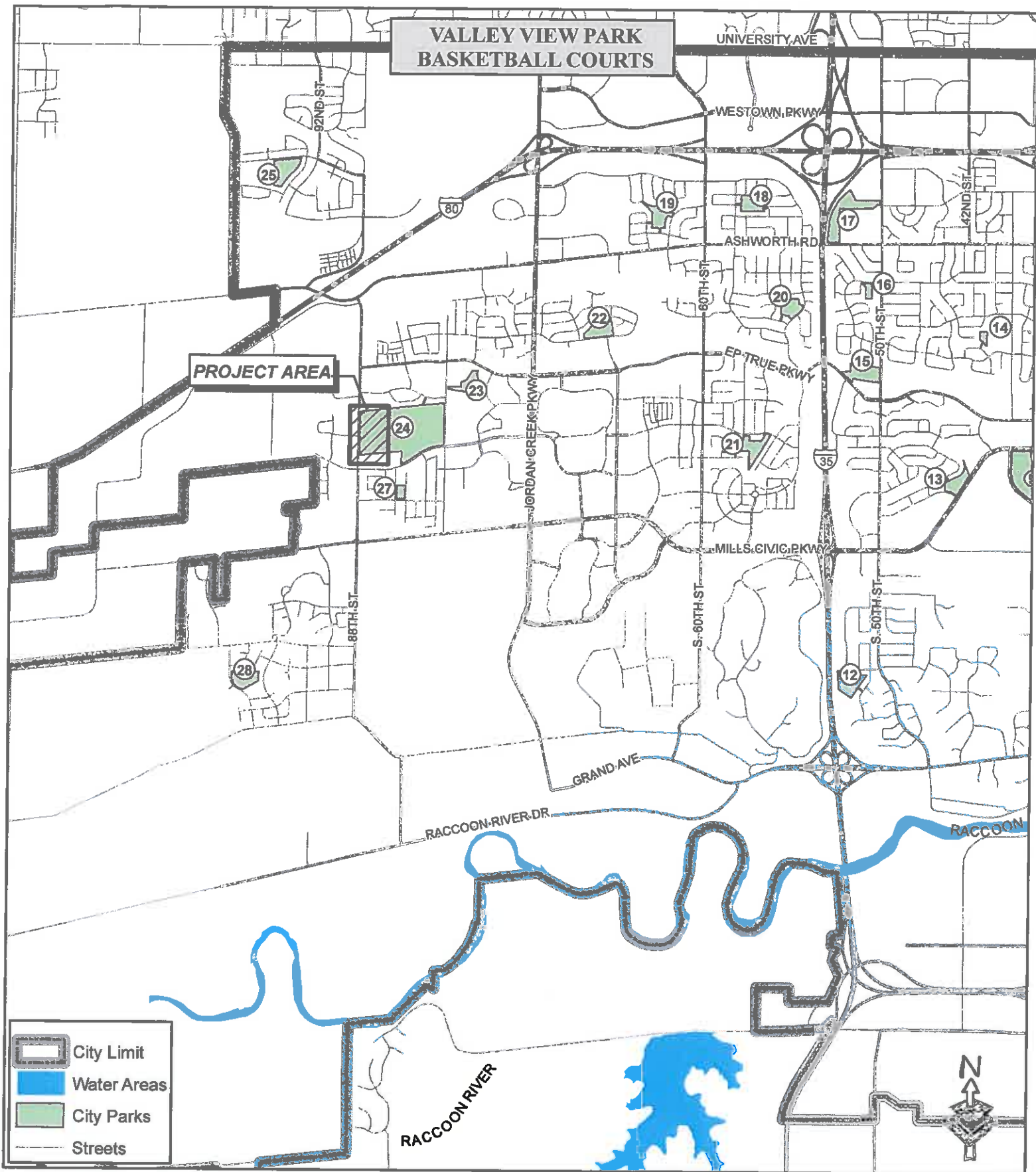
SH Project No.: 4152930



I hereby certify that this document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Name: \_\_\_\_\_  
Registration #: \_\_\_\_\_

| Item Number                             | Description                                     | Estimated Quantity | Units | Grimes Asphalt and Paving Des Moines, IA | Engineer's Estimate |
|---|---|--------------------|-------|--|---------------------|
|   |   |                    |       | Bid Security Unit Price Amount X         | Unit Price Amount   |
| 1                                       | Tree Removal                                    | 3                  | EA    | \$1,100.00                               | \$3,300.00          |
| 2                                       | Grading / Subgrade Preparation                  | 300                | CY    | \$120.00                                 | \$36,000.00         |
| 3                                       | Subbase: 2" compacted road stone (3/4" in size) | 12,914             | SF    | \$2.00                                   | \$25,828.00         |
| 4                                       | Paving - 5" HMA                                 | 12,688             | SF    | \$5.25                                   | \$66,612.00         |
| 5                                       | Paving - 6" Reinforced PCC                      | 355                | SF    | \$19.00                                  | \$6,745.00          |
| 6                                       | Pedestrian Court Surface System                 | 1                  | LS    | \$23,100.00                              | \$23,100.00         |
| 7                                       | Basketball Goal Assembly                        | 4                  | EA    | \$4,500.00                               | \$18,000.00         |
| 8                                       | Site Restoration - Seeding                      | 0.34               | AC    | \$21,200.00                              | \$7,208.00          |
| 9                                       | Erosion Control                                 | 1                  | LS    | \$3,500.00                               | \$3,500.00          |
| 10                                      | Site Lighting and Electrical                    | 1                  | LS    | \$85,514.00                              | \$85,514.00         |
|   |   |                    |       | Subtotal                                 | \$221,598.58        |
|   |   |                    |       | Construction Contingency (10%)           | \$22,159.86         |
|   |   |                    |       |  | \$243,758.44        |
| TOTAL BASE BID                          |   |                    |       |  |                     |
| Item Number                             | Description                                     | Estimated Quantity | Units | Unit Price                               | Amount              |
| 1                                       | Curb Grinding                                   | 42                 | LF    | \$60.00                                  | \$2,520.00          |
| 2                                       | Sidewalk Removal                                | 300                | SF    | \$18.00                                  | \$5,400.00          |
| 3                                       | Paving - 6" Reinforced PCC                      | 3325               | SF    | \$6.00                                   | \$19,950.00         |
| 4                                       | Detachable Warnings                             | 78                 | SF    | \$42.00                                  | \$3,276.00          |
|   |   |                    |       | Subtotal                                 | \$21,146.00         |
|   |   |                    |       | Construction Contingency (10%)           | \$2,114.60          |
|   |   |                    |       |  | \$23,260.60         |
| TOTAL ALTERNATE BID                     |   |                    |       |  |                     |
| Item Number                             | Description                                     | Estimated Quantity | Units | Unit Price                               | Amount              |
| 1                                       | Dunor 83-80 Park Benches                        | 6                  | EA    | \$2,050.00                               | \$12,300.00         |
|   |   |                    |       | Subtotal                                 | \$12,300.00         |
|   |   |                    |       | Construction Contingency (10%)           | \$1,230.00          |
|   |   |                    |       |  | \$13,530.00         |
| TOTAL ALTERNATE BID INCLUDING ALTERNATE |   |                    |       |  |                     |
|   |   |                    |       | Subtotal                                 | \$335,218.00        |
|   |   |                    |       | Construction Contingency (10%)           | \$33,521.80         |
|   |   |                    |       |  | \$368,739.80        |



- |                     |                           |                         |                         |
|---------------------|---------------------------|-------------------------|-------------------------|
| 1. Legion Park      | 8. East Jordan Creek Park | 15. Jordan Creek Park   | 22. Wild Rose Park      |
| 2. Wilson Park      | 9. Southwoods Park        | 16. Knolls Park         | 23. Brookview Park      |
| 3. Holiday Park     | 10. Raccoon River Park    | 17. CrossRoads Park     | 24. Valley View Park    |
| 4. Florer Park      | 11. Scenic Valley Park    | 18. Jaycee Park         | 25. Maple Grove Park    |
| 5. Fairmeadows Park | 12. Quail Cove Park       | 19. Peony Park          | 26. Railroad Park       |
| 6. Pearson Park     | 13. Ashawa Park           | 20. Meadowview Park     | 27. Huston Ridge Park   |
| 7. Kiwanis Park     | 14. Western Hills Park    | 21. Willow Springs Park | 28. Woodland Hills Park |

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 8, 2015**

**ITEM:**

- Public Hearing (5:35 p.m.)
- 2015 Sidewalk Improvement Program – Phase I

**FINANCIAL IMPACT:**

The Engineering Estimate of construction cost was estimated to be \$163,572.75 for the 2015 Sidewalk Improvement Program –Phase I. There were three (3) bids submitted with the low bid of \$152,150.25 being submitted by JDA Construction, Inc. of Marshalltown, IA. Payments to the Contractor will be made from budgeted account number 4288.75.820.6.7910. The City's share of the proposed assessment project was originally estimated to be \$15,321.00. All remaining costs will be invoiced to benefited property owners.

**BACKGROUND:**

This project will repair the sidewalks in the areas shown on the attachment.

Work is scheduled to start in the near future. The City desires to have all sidewalk repairs completed by November 14, 2015, with restoration to be completed by May 17, 2016.

**OUTSTANDING ISSUES:**

None

**RECOMMENDATION:**

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to JDA Construction, Inc.

**Lead Staff Member: Joseph C. Cory, P.E., Deputy Public Works Director**

**STAFF REVIEWS**

|                        |   |
|------------------------|---|
| Department Director    | Bret Hodne, Public Works Director <i>AD Per BH</i>    |
| Appropriations/Finance | Tim Stiles, Finance Director <i>BB for Tim Stiles</i> |
| Legal                  | Richard Scieszinski, City Attorney                    |
| Agenda Acceptance      | <i>RTG</i>  |

**PUBLICATION(S) (if applicable)**

|                    |                         |
|--------------------|-------------------------|
| Published In       | The Des Moines Register |
| Dates(s) Published | <i>August 28, 2015</i>  |

**SUBCOMMITTEE REVIEW (if applicable)**

|                |                 |    |       |
|----------------|-----------------|----|-------|
| Committee      | Public Works    |    |       |
| Date Reviewed  | August 31, 2015 |    |       |
| Recommendation | Yes             | No | Split |

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,  
APPROVING Adopting Plans, Specifications, Form of Contract, and Estimate of Cost**

**WHEREAS**, on August 24, 2015, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**2015 Sidewalk Improvement Program – Phase I  
Project No. 0510-015-2015**

and,

**WHEREAS**, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements was published as required by law;

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvement are hereby approved.

**PASSED AND ADOPTED on this 8th day of September, 2015.**

ATTEST:

\_\_\_\_\_  
Steven K. Gaer, Mayor

\_\_\_\_\_  
Ryan T. Jacobson, CMC  
City Clerk

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,  
APPROVING Awarding Contract**

**WHEREAS**, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**2015 Sidewalk Improvement Program – Phase I  
Project No. 0510-015-2015**

and,

**WHEREAS**, bids have been received and opened by the City Clerk and placed on file by the City Council.

and,

**WHEREAS**, the bid of JDA Construction, Inc. in the amount of \$152,150.25 is the lowest responsive, responsible bid received for said public improvement,

therefore;

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that a contract for the 2015 Sidewalk Improvement Program – Phase I is hereby awarded to JDA Construction, Inc. in the amount of \$152,150.25 and the bond of said bidder for the project is hereby fixed in the same amount.

**BE IT FURTHER RESOLVED** that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

**BE IT FURTHER RESOLVED** that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Clerk or Deputy City Clerk and after the contractor is given a written notice to proceed by the City Engineer.

**PASSED AND ADOPTED on this 8th day of September, 2015.**

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, CMC  
City Clerk

**Engineer's Estimate**

**Bidder No. 1:**  
 JDA Construction, Inc.  
 106 W. Ingledue St.  
 Marshalltown, IA 50158

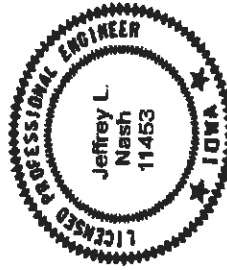
**Bidder No. 2:**  
 Iowa Stat Contractors, Inc.  
 PO Box 5137  
 Des Moines, IA 50305

**Bidder No. 3:**  
 Ti-Zack Concrete, Inc.  
 39352 221st Ave.  
 LeCenter, MN 5607

| Description                    | Unit | Estimated Quantity | Unit Price | Extended Price      | Unit Price | Extended Price      | Unit Price | Extended Price      |
|--------------------------------|------|--------------------|------------|---------------------|------------|---------------------|------------|---------------------|
| 1.1 4" Sidewalk-Remove/Replace | SF   | 6,260.00           | \$ 10.25   | \$64,165.00         | \$8.00     | \$50,080.00         | \$9.50     | \$59,470.00         |
| 1.2 4" Sidewalk-Place          | SF   | 112.00             | \$ 8.50    | \$952.00            | \$8.00     | \$896.00            | \$5.25     | \$588.00            |
| 1.3 6" Sidewalk-Remove/Replace | SF   | 6,517.00           | \$ 10.75   | \$70,057.75         | \$10.75    | \$70,057.75         | \$10.75    | \$70,057.75         |
| 1.4 4' x 2' Truncated Dome     | EA   | 33.00              | \$ 250.00  | \$8,250.00          | \$225.00   | \$7,425.00          | \$485.00   | \$16,005.00         |
| 1.5 Curb & Gutter              | EA   | 91.00              | \$ 50.00   | \$4,550.00          | \$75.00    | \$6,825.00          | \$55.00    | \$5,005.00          |
| 1.6 Sod                        | SQ   | 6.00               | \$ 1.00    | \$6.00              | \$50.00    | \$300.00            | \$350.00   | \$2,100.00          |
| 1.7 Concrete Removal           | SF   | 3,898.00           | \$ 4.00    | \$15,592.00         | \$4.25     | \$16,566.50         | \$2.25     | \$8,770.50          |
| <b>TOTAL BID (ITEMS )</b>      |      |                    |            | <b>\$163,572.75</b> |            | <b>\$152,150.25</b> | *          | <b>\$161,996.25</b> |
|                                |      |                    |            |                     |            |                     |            | <b>\$298,178.50</b> |

\* Total bid changed from bidder proposal. The bidders unit prices in the proposal were used to calculate the total bid.

I hereby certify that this is a true tabulation of bids received on  
 September 2, 2015 by the City of West Des Moines, Iowa 50265, and  
 that I am a duly licensed professional engineer under the laws  
 of the State of Iowa.

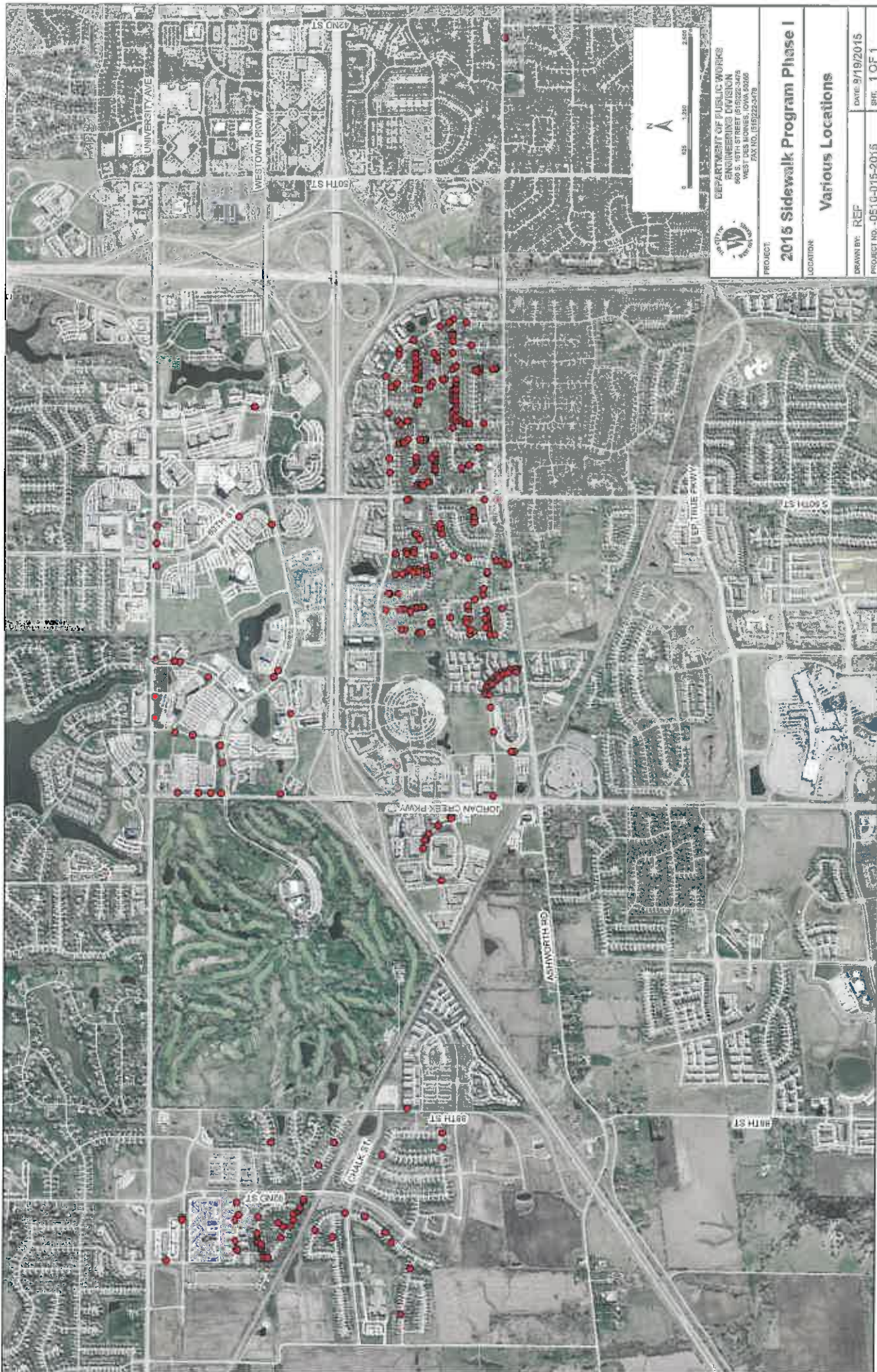


*Jeffrey L. Nash*  
 Jeffrey L. Nash, P.E.  
 Date 9-2-15

Iowa Reg. No. 11453

Registration Expires December 31, 2016

Pages covered by this Seal: 1 of 1



DEPARTMENT OF PUBLIC WORKS  
CITY OF WEST DES MOINES  
500 S. 10TH STREET, 6TH FLOOR  
WEST DES MOINES, IOWA 50309  
PHONE NO. 515-281-3478  
FAX NO. 515-281-3479

PROJECT:

2015 Sidewalk Program Phase I

LOCATION:

Various Locations

DRAWN BY: REF

DATE: 9/19/2015

PROJECT NO.: 0510-015-2015

SHEET: 1 OF 1

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**6(e)**

**DATE: September 8, 2015**

**ITEM:**

- Public Hearing (5:35 p.m.)  
Maffitt Lake Road Pedestrian Underpass

**FINANCIAL IMPACT:**

The Engineering Estimate of construction cost was estimated to be \$833,956.00 for the Maffitt Lake Road Pedestrian Underpass project. There were three (3) bids submitted with the low bid of \$929,376.00 being submitted by Jenco Construction, Inc. Payments will be paid from budgeted account no. 4259.77.820.6.7910 with the ultimate funding intended to come from the Alluvion TIF.

**BACKGROUND:**

This Public Hearing is on the matter of adoption of Plans, Specifications, Form of Contract and Estimate of Cost for the Maffitt Lake Road Pedestrian Underpass project. Upon completion of the Public Hearing, a Resolution should be passed adopting the Plans and Specifications, Form of Contract, Estimate of Cost, and rejecting all bids.

Staff believes that due to the current industry workload that the City may receive more favorable bids by either rebidding this project at a later date or combining the work as part of the overall Maffitt Lake Road construction project that will be let later this year.

**OUTSTANDING ISSUES:** None.

**RECOMMENDATION:**

City Council Adopt:

- Resolution Adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution rejecting all bids.

**Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer**

**STAFF REVIEWS**

|                        |   |
|------------------------|---|
| Department Director    | Duane C. Wittstock, City Engineer                     |
| Appropriations/Finance | Tim Stiles, Finance Director <i>BS for Tim Stiles</i> |
| Legal                  | Richard Scieszinski, City Attorney                    |
| Agenda Acceptance      | <i>RTG</i>  |

**PUBLICATION(S) (if applicable)**

|                    |                     |
|--------------------|---------------------|
| Published In       | Des Moines Register |
| Dates(s) Published | August 28, 2015     |

**SUBCOMMITTEE REVIEW (if applicable)**

|                |                 |    |       |
|----------------|-----------------|----|-------|
| Committee      | Public Works    |    |       |
| Date Reviewed  | August 31, 2015 |    |       |
| Recommendation | Yes             | No | Split |

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,  
APPROVING Adopting Plans, Specifications, Form of Contract, and Estimate of Cost**

**WHEREAS**, on August 24, 2015 Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Maffitt Lake Road Pedestrian Underpass  
Project No. 0510-069-2015**

and,

**WHEREAS**, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements was published as required by law;

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that the Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvement are hereby approved.

**PASSED AND ADOPTED this 8th day of September, 2015.**

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, REJECTING ALL BIDS.**

**WHEREAS**, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**Maffitt Lake Road Pedestrian Underpass  
Project No. 0510-069-2015**

and,

**WHEREAS**, three (3) bids have been received and opened by the City Clerk and placed on file by the City Council and,

**WHEREAS**, the bid of Jenco Construction, Inc. in the amount of \$929,376.00 is the lowest responsive, responsible bid received for said public improvement and,

**WHEREAS**, all the bids received exceeded of the estimated project cost,  
therefore;

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that all bids for the Maffitt Lake Road Pedestrian Underpass Project are hereby rejected.

**BE IT FURTHER RESOLVED** that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to all bidders.

**PASSED AND ADOPTED this 8th day of September, 2015.**

\_\_\_\_\_  
Steven K. Gaer, Mayor

ATTEST:

\_\_\_\_\_  
Ryan T. Jacobson, City Clerk

September 3, 2015

**TO:** Duane Wittstock, PE  
City of West Des Moines  
4200 Mills Civic Parkway  
West Des Moines, IA 50265

**PROJECT:** Maffitt Lake Road Pedestrian Underpass  
City Project No. 0510-069-2015

Three bids were received on September 2, 2015 for the Maffitt Lake Road Pedestrian Underpass on behalf of the City of West Des Moines. The following information details the bids received:

- Jenco Construction, Inc. bid \$929,380.00. Two discrepancies were found in this bid:
  - 1) Item 13, 6010-A-1048, Manhole, Storm Sewer, 48 in., quantity 2 each, had a unit price of \$4,200 and a total amount of \$4,200. The bid tab was corrected to reflect the total amount of \$8,400.
  - 2) Item 15, 2404-7775000, Reinforcing Steel, quantity 82,860 pounds, had a unit price of \$2.00 and a total amount of \$165,012.00. The bid tab was corrected to reflect the total amount of \$165,720.00

As a result of the above discrepancies, the total bid was corrected from \$929,380.00 to \$929,376.00.

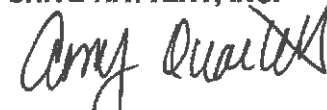
- Jensen Construction Co. bid \$977,073.50. No discrepancies were found in the bid.
- Iowa Bridge and Culvert, LC bid \$1,083,128.50. One discrepancy was found in this bid:
  - 1) Item 16, 7030-C-1006, Recreational Trail, PCC, 6 in., quantity 1,231 square yards had a unit price of \$55.00 and a total amount of \$67,155. The bid tab was corrected to reflect the total amount of \$67,705.

As a result of the above discrepancy, the total bid was corrected from \$1,083,128.50 to \$1,083,678.50.

Based on the current work load of the trades and all bids exceeding the allowable budget, it is our recommendation that all bids be rejected and the underpass work be included with the roadway construction later this year.

Sincerely,

**SHIVE-HATTERY, INC.**



Amy Quartell, PE  
Shive-Hattery, Inc.



Client: City of West Des Moines  
 Project Name: Maffitt Lake Road Pedestrian Underpass  
 City Project #: 0510-099-2015

Bid Date: September 2, 2015  
 S-H Project No.: 414311-0

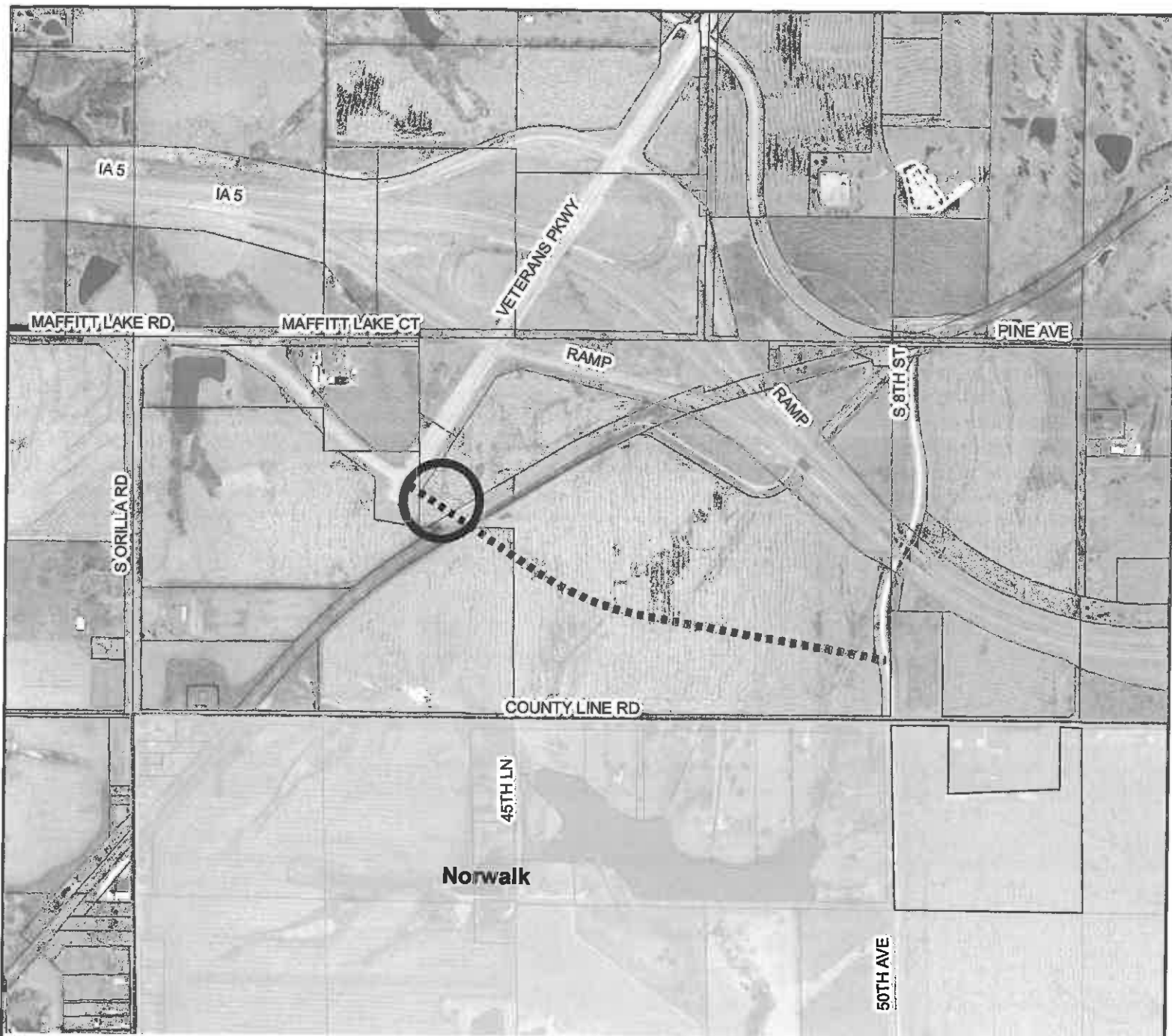
# SHIVE-HATTERY

ARCHITECTURE+ENGINEERING

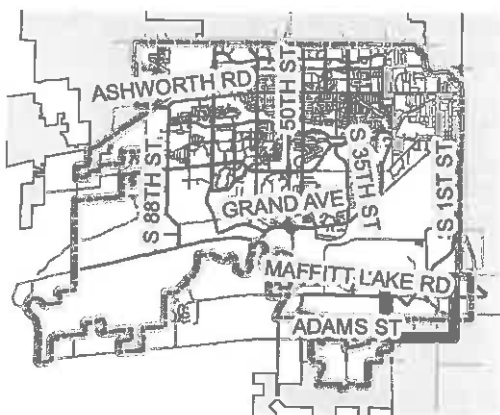
I hereby certify that this document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Name: Amy L. Quarrell, P.E.  
 Registration #: 21826

| Item Number | Item Code    | Description   | Units | Estimated Quantity | Jensen Construction, Inc.<br>Des Moines, IA |              |            | Jensen Construction Co<br>Des Moines, IA |        |            | Iowa Bridge & Culvert, LC<br>Washington, IA |        |            | Engineer's Estimate |              |
|-------------|--------------|---|-------|--------------------|---|--------------|------------|--|--------|------------|---|--------|------------|---------------------|--------------|
|             |              |   |       |                    | Bid Security                                | Amount       | Unit Price | Bid Security                             | Amount | Unit Price | Bid Security                                | Amount | Unit Price | Amount              | Unit Price   |
| 1           | 2010-A-1000  | CLEARING AND GRUBBING                                 | LS    | 1                  |   | \$1,500.00   |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 2           | 2010-B-1000  | TOPSOIL, ON-SITE                                      | CY    | 7,980              |   | \$8.00       |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 3           | 2010-E-1000  | EXCAVATION, CLASS 10, ROADWAY AND BORROW              | CY    | 22,780             |   | \$5.50       |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 4           | 2511-0310100 | SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL | STA   | 11                 |   | \$730.00     |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 5           | 4020-A-1315  | STORM SEWER GRAVITY MAIN, TRENCHED, RCP CLASS III 15" | LF    | 58                 |   | \$730.00     |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 6           | 4020-A-1324  | STORM SEWER GRAVITY MAIN, TRENCHED, RCP CLASS IV 24"  | LF    | 303                |   | \$80.00      |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 7           | 4030-A-2000  | PIPE CULVERT, 8IN., TRENCHLESS, TEMPORARY             | LS    | 1                  |   | \$6,475.00   |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 8           | 4030-B-1015  | APRON, CONCRETE, 15IN.                                | EACH  | 4                  |   | \$1,800.00   |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 9           | 4030-B-1024  | APRON, CONCRETE, 24IN.                                | EACH  | 2                  |   | \$2,500.00   |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 10          | 4040-A-1112  | SUBDRAIN, TILE, 12IN.                                 | LF    | 500                |   | \$30.00      |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 11          | 4040-A-2004  | SUBDRAIN, PERFORATED PLASTIC PIPE, 4IN., UNDERPASS    | LS    | 1                  |   | \$2,000.00   |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 12          | 4040-D-1000  | SUBDRAIN OUTLET, 4 IN.                                | EACH  | 2                  |   | \$260.00     |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 13          | 6010-A-1048  | MANHOLE, STORM SEWER, 48 IN.                          | EACH  | 2                  |   | \$4,200.00   |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 14          | 2403-0100020 | STRUCTURAL CONCRETE (RCB CULVERT)                     | CY    | 431                |   | \$701.00     |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 15          | 2404-1775600 | REINFORCING STEEL                                     | LB    | 82,880             |   | \$2.00       |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 16          | 7030-C-1005  | RECREATIONAL TRAIL, PCC, 6 IN.                        | SY    | 1,231              |   | \$62.00      |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 17          | 7040-H-1000  | REMOVAL OF PAVEMENT                                   | SY    | 387                |   | \$14.00      |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 18          |              | TRAIL DETOUR  | LS    | 1                  |   | \$45,000.00  |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 19          | 8010-C-1000  | SAFETY CLOSURE  | EACH  | 5                  |   | \$100.00     |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 20          | 2529-9445110 | TRAFFIC CONTROL                                       | LS    | 1                  |   | \$4,000.00   |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 21          |              | LIGHTING  | LS    | 1                  |   | \$15,480.00  |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 22          | 9010-A-2000  | SEEDING AND FERTILIZING, TYPE 5                       | ACRE  | 19                 |   | \$300.00     |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 23          | 9040-A-1000  | SWPPP PREPARATION                                     | LS    | 1                  |   | \$1,350.00   |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 24          | 9040-A-2000  | SWPPP MANAGEMENT                                      | LS    | 1                  |   | \$2,700.00   |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 25          | 9040-D-1000  | FILTER SOCK, 6 IN.                                    | LF    | 1,500              |   | \$1.75       |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 26          | 9040-D-2000  | REMOVAL OF FILTER SOCK                                | LF    | 750                |   | \$1.00       |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 27          | 9040-L-1000  | RIP RAP, CLASS E                                      | TON   | 107                |   | \$75.00      |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 28          | 9040-N-1000  | SILT FENCE  | LF    | 5,000              |   | \$1.75       |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 29          | 9040-N-2000  | SILT FENCE, REMOVAL OF SEDIMENT                       | LF    | 1,000              |   | \$1.00       |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 30          | 9040-N-3000  | SILT FENCE, REMOVAL OF DEBRIS                         | LF    | 500                |   | \$1.00       |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 31          | 9040-Q-1000  | MULCH, CONVENTIONAL                                   | ACRE  | 18                 |   | \$480.00     |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 32          | 9060-A-4100  | CHAIN LINK FENCE, 72 IN.                              | LF    | 112                |   | \$58.75      |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 33          | 1010-A-1000  | REMOVALS, AS PER PLAN                                 | LS    | 1                  |   | \$5,000.00   |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| 34          | 1110-A-1000  | CONSTRUCTION SURVEY                                   | LS    | 1                  |   | \$6,825.00   |            |  |        |            |   |        |            | \$ 10,000.00        | \$10,000.00  |
| TOTAL BID   |              |   |       |                    |   | \$929,376.00 |            |  |        |            |   |        |            | \$1,083,678.60      | \$833,666.00 |



## VICINITY MAP



## LEGEND

PROJECT LOCATION ———



**CITY OF WEST DES MOINES  
ENGINEERING SERVICES**  
4200 MILLS CIVIC PARKWAY  
WEST DES MOINES, IOWA 50265  
PH: (515) 222-3620 FAX: (515) 273-0602

PROJECT: **MAFFITT LAKE ROAD PEDESTRIAN UNDERPASS**

Project No. 0510-069-2015

LOCATION:

**EXHIBIT "A"**

DRAWN BY: BJM

DATE: 8/19/2015

SHT. 1 OF 1

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

Date: September 8, 2015

**ITEM:** De Haan Plat of Survey, 1745 Glen Oaks Drive – Approval of Plat of Survey to create one single family lot – Doug De Haan – POS-002829-2015

**RESOLUTION: Approval and Release of Plat-of-Survey**

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Doug De Haan, represented by Scott Catron of Bishop Engineering, is requesting approval of a Plat-of-Survey to create one parcel as Parcel F in Outlot Z Glen Oaks Plat 2 for single family residential development. The property currently is part of the Glen Oaks golf course.

**CITY COUNCIL SUBCOMMITTEE:** Due to the quick processing and timing of this application being ready for approval the project was not reviewed by the Development and Planning Subcommittee.

**OUTSTANDING ISSUES:** There are no outstanding issues.

**COMPREHENSIVE PLAN CONSISTENCY:** The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

**RECOMMENDATION:** Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the Plat-of-Survey to create one single family residential parcel in Outlot Z, Glen Oaks Plat 2; subject to the applicant complying with all applicable City Code requirements.

Lead Staff Member: Kara Tragesser, AICP

**Staff Reviews:**

|                        |  |
|------------------------|--|
| Department Director    |  |
| Appropriations/Finance |  |
| Legal                  |  |
| Agenda Acceptance      |  |

**PUBLICATION(S) (if applicable)**

|  |     |
|--|-----|
| Published In                               | n/a |
| Date(s) Published                          | n/a |
| Letter sent to surrounding property owners | n/a |

**SUBCOMMITTEE REVIEW (if applicable)**

|                |                              |                             |                                |
|----------------|------------------------------|-----------------------------|--------------------------------|
| Committee      | n/a                          |                             |                                |
| Date Reviewed  |                              |                             |                                |
| Recommendation | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

**ATTACHMENTS:**

|             |   |  |
|-------------|---|--|
| Exhibit I   | - | Location Map                                       |
| Exhibit II  | - | Plat-of-Survey                                     |
| Exhibit III | - | Resolution: Approval and Release of Plat-of-Survey |



# De Haan Plat of Survey Location



- Legend**
- Parcels
  - Parks
  - Greenways



1: 5,010



Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

**ORIGINAL LOT DESCRIPTION:**

OUTLOT Z, GLEN OAKS PLAT 2, AN OFFICIAL PLAT,  
NOW INCLUDED IN AND FORMING A PART OF THE CITY  
OF WEST DES MOINES, POLK COUNTY, IOWA.

SAID TRACT BEING SUBJECT TO AND TOGETHER WITH  
ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 146.87 ACRES

**ADDRESS:**

NO ADDRESS ASSIGNED

**OWNER:**

G.O.C.C. INVESTMENTS LLC  
1401 GLEN OAKS DR.  
WEST DES MOINES, IOWA 50266

**PROPERTY DESCRIPTION:**

A PARCEL OF LAND LOCATED IN OUTLOT Z OF GLEN OAKS PLAT 2, AN  
OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF  
WEST DES MOINES, POLK COUNTY, IOWA, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 4, GLEN OAKS PLAT 6, AS  
IT IS SHOWN IN BOOK 7097 ON PAGE 137 IN THE OFFICE OF THE RECORDER,  
POLK COUNTY, IOWA; THENCE S78°33'35"W ALONG THE NORTH LINE OF  
SAID LOT 4 A DISTANCE OF 161.21 FEET TO THE NORTHWEST CORNER OF  
SAID LOT 4; THENCE N57°37'45"W A DISTANCE OF 142.27 FEET; THENCE  
N03°56'10"W A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF  
LOT 5 OF SAID GLEN OAKS PLAT 6; THENCE N86°03'50"E ALONG THE SOUTH  
LINE OF SAID LOT 5 A DISTANCE OF 255.39 FEET TO THE SOUTHEAST  
CORNER OF SAID LOT 5 AND THE WESTERLY RIGHT OF WAY LINE OF GLEN  
OAKS DRIVE AS IT IS PRESENTLY ESTABLISHED; THENCE 134.26 FEET  
ALONG THE ARC OF A 1,025.00 FEET RADIUS CURVE, CONCAVED EASTERLY,  
HAVING A CHORD BEARING OF S07°40'07"E AND DISTANCE OF 134.16 FEET  
ALONG SAID WESTERLY RIGHT OF WAY LINE OF GLEN OAKS DRIVE; THENCE  
S11°22'18"E ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID GLEN  
OAKS DRIVE A DISTANCE OF 79.98 FEET TO THE POINT OF BEGINNING.

SAID TRACT BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL  
EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 1.27 ACRES (55,204 SQUARE FEET)

**ADDRESS:**

NO ADDRESS ASSIGNED

**OWNER:**

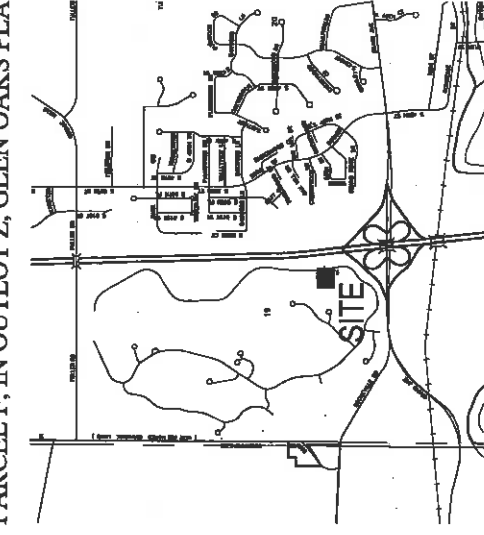
G.O.C.C. INVESTMENTS LLC  
1401 GLEN OAKS DR.  
WEST DES MOINES, IOWA 50266  
(515) 221-9000

**PREPARED FOR:**

SHOWCASE HOMES, LTD  
C/O DOUG DEHAAN  
1625 TULIP TREE LANE  
WEST DES MOINES, IA 50266  
(515) 249-2779

**PLAT OF SURVEY**

PARCEL F, IN OUTLOT Z, GLEN OAKS PLAT 2



**VICINITY MAP**  
NOT TO SCALE

**NOTES:**  
ADJACENT PROPERTY OWNER INFORMATION  
OBTAINED FROM POLK COUNTY ASSESSOR'S  
WEBPAGE

**ZONING:**

OBTAINED FROM CITY OF WEST DES MOINES WEBSITE  
OFFICIAL ZONING MAP, PDF ON 8-04-2015.  
PUD OS: PLANNED UNIT DEVELOPMENT - OPEN SPACE.

**LEGEND:**

- PROPERTY CORNER - FOUND AS NOTED
- PROPERTY CORNER PLACED 3/4" IRON PIPE  
WITH RED PLASTIC CAP ID # 22232
- M MEASURED DISTANCE
- ( ) PREVIOUSLY RECORDED AS
- ROW RIGHT OF WAY
- POB POINT OF BEGINNING
- RPC RED PLASTIC CAP
- YPC YELLOW PLASTIC CAP



FIELD WORK COMPLETED ON: 7/30/2015



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED  
AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY  
DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED  
PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED:

SCOTT A. CATRON, P.L.S. 22232

LICENSE RENEWAL DATE: DEC. 31, 2015

PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1 OF 2 AND 2 OF 2

EXHIBIT II

1747 GLEN OAKS DRIVE  
WEST DES MOINES, IA

PLAT OF SURVEY

REFERENCE NUMBER:

DRAWN BY:  
SC

PROJECT NAME  
1305'

SHEET NUMBER  
1 OF 1

**Bishop Engineering**  
"Pioneering Your Successful Development"  
3501 104th Street  
Des Moines, Iowa 50322-3825  
Phone: (515) 276-0467 Fax: (515) 276-0217  
Civil Engineering & Land Surveying  
Established 1939

# PLAT OF SURVEY

PARCEL F, IN OUTLOT Z, GLEN OAKS PLAT 2

**NOTE:**

1. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF TITLE RESEARCH. EASEMENTS MAY EXIST THAT ARE NOT SHOWN.
2. BASIS OF BEARING ASSUMED FOR THE PURPOSES OF THIS SURVEY

**LEGEND:**

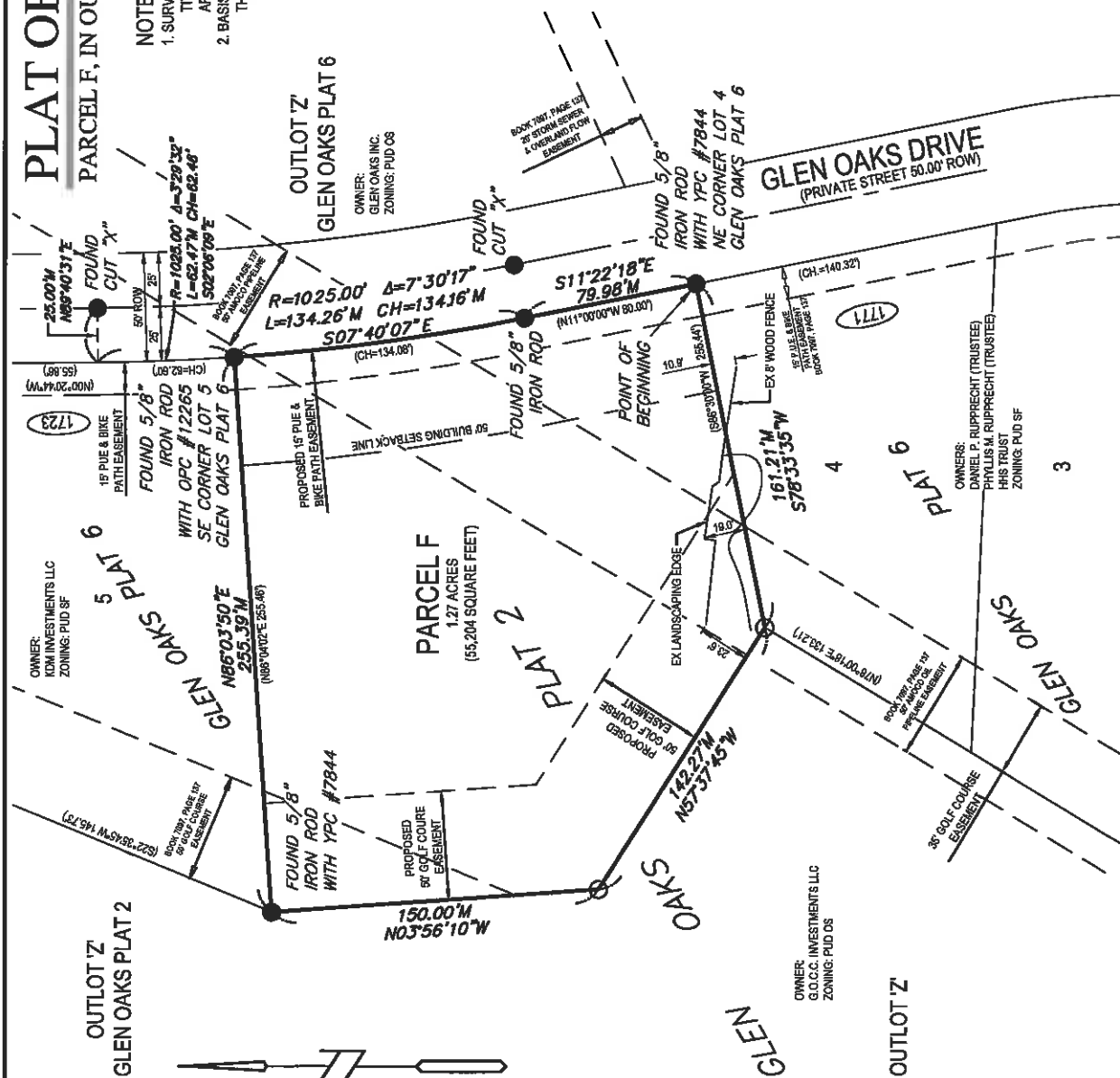
- PROPERTY CORNER - FOUND AS NOTED  
PROPERTY CORNER- PLACED 3/4" IRON PIPE  
WITH RED PLASTIC CAP ID # ZZZ32  
MEASURED DISTANCE  
PREVIOUSLY RECORDED AS  
RIGHT OF WAY  
POINT OF BEGINNING  
RED PLASTIC CAP  
YELLOW PLASTIC CAP

FIELD WORK COMPLETED ON: 7/30/2015

### GRAPHIC SCALE



SCALE: 1" = 50'



Prepared by: KTragesser City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING AND RELEASING THE DE HAAN PLAT-OF-SURVEY (POS-002829-2015) FOR THE PURPOSE OF CREATING ONE PARCEL FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT**

**WHEREAS**, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, Doug De Haan., has requested approval for a Plat-of-Survey (POS-002829-2015) to create one lot (Parcel F in Outlot Z Glen Oaks Plat 2), for single family residential development

Legal Descriptions  
See Exhibit B

**WHEREAS**, studies and investigations were made, and staff reports and recommendations were submitted which are made a part of this record and herein incorporated by reference;

**WHEREAS**, on September 8, 2015, this City Council held a duly-noticed meeting to consider the application for Plat-of-Survey and;

**WHEREAS**, the West Des Moines City Council adopted a resolution which approved the Plat-of-Survey at their meeting on September 8, 2015, subject to any conditions of approval, and;

**WHEREAS**, there are no public improvements required of this plat, and;

**WHEREAS**, there are no public easements being established with this plat;

**WHEREAS**, a site address of 1745 Glen Oaks Drive has been assigned to the property.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:**

**SECTION 1.** The findings of consistency with the Comprehensive Plan as stated in the staff report, or as amended orally at the City Council meeting, are adopted.

**SECTION 2.** De Haan Plat of Survey, Parcel F in Outlot Z, Glen Oaks Plat 2, is approved, subject to compliance with all the conditions in the staff report for this meeting, including conditions added at the meeting, if any, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

**SECTION 3.** This resolution does release the Plat-of-Survey for recordation. The City Council of West Des Moines directs the City Clerk to release said Plat-of-Survey for recordation in accordance with said City

Council approval of the Plat-of-Survey on September 8, 2015, and Roll Call No. \_\_\_\_\_

**C E R T I F I C A T E**

I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on September 8, 2015, among other proceedings, Roll Call No. \_\_\_\_\_ approved said plat on September 8, 2015, and released said Plat-of-Survey for recordation.

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**IN WITNESS WHEREOF**, I have hereunto set my hand this 8<sup>th</sup> day of September 2015.

\_\_\_\_\_  
Steven K Gaer, Mayor

**ATTEST:**

\_\_\_\_\_  
Ryan T. Jacobson  
City Clerk

**EXHIBIT A:  
CONDITIONS OF APPROVAL**

1. None

**EXHIBIT B:**  
**Legal Description**

**PROPERTY DESCRIPTION:**

A PARCEL OF LAND LOCATED IN OUTLOT Z OF GLEN OAKS PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, GLEN OAKS PLAT 6, AS IT IS SHOWN IN BOOK 7097 ON PAGE 137 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA; THENCE S78°33'35"W ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 161.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE N57°37'45"W A DISTANCE OF 142.27 FEET; THENCE N03°56'10"W A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID GLEN OAKS PLAT 6; THENCE N86°03'50"E ALONG THE SOUTH LINE OF SAID LOT 5 A DISTANCE OF 255.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5 AND THE WESTERLY RIGHT OF WAY LINE OF GLEN . OAKS DRIVE AS IT IS PRESENTLY ESTABLISHED; THENCE 134.26 FEET ALONG THE ARC OF A 1,025.00 FEET RADIUS CURVE, CONCAVED EASTERLY, HAVING A CHORD BEARING OF S07°40'07"E AND DISTANCE OF 134.16 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE OF GLEN OAKS DRIVE; THENCE S11°22'18"E ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID GLEN OAKS DRIVE A DISTANCE OF 79.98 FEET TO THE POINT OF BEGINNING.

SAID TRACT BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 1.27 ACRES (55,204 SQUARE FEET)

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 8, 2015**

**ITEM:** Delavan Townhomes, 2500 EP True Parkway – Amend the Beh II PUD to accommodate development of 21 attached townhomes and clarify regulations for future mini-storage facility – Capital Homes of Iowa  
– ZC-002816-2015

**MOTION:** Refer to Plan and Zoning Commission

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Capital Homes of Iowa, has submitted an application for approval of an amendment to the Beh II Planned Unit Development (PUD) to accommodate the development of 21 attached townhomes on the property located at the southeast corner of EP True Parkway and S 26<sup>th</sup> Street. The property is designated with a Comprehensive Plan land use designation of Office and per the PUD currently allows government buildings, churches, day care/nursery school, private athletic and health centers, and professional and semiprofessional. As indicated, the applicant wishes to construct a Medium Density Townhome development. Along with this PUD amendment, the applicant is also requesting a change to the Comprehensive Plan Land Use Map from Office to Medium Density Residential.

In addition, as part of the PUD amendment, language will be added to clarify development requirements and regulations as they pertain to the easternmost parcel within the PUD. This parcel currently has a land use allowance of Light Industrial. The applicant has indicated an intent to construct a mini-storage facility in the future on this parcel. This use is an allowed use under the current PUD. Clarification of requirements for buffering and visual screening from the nearby residential properties/homes and architectural expectations will be made.

At this time the petitioner is requesting that the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request or the project pending on this site. The initiation of the request merely responds to the due process rights of the petitioner.

**RECOMMENDATION:** Staff recommends initiation of the rezoning request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: J. Bradley Munford, Case Planner 

**STAFF REVIEWS:**

|                        |   |
|------------------------|---|
| Department Director    |  |
| Appropriations/Finance |   |
| Legal                  |   |
| Agenda Acceptance      |  |

**PUBLICATION(S) (if applicable)**

|  |     |
|--|-----|
| Published In                               | n/a |
| Date(s) Published                          | n/a |
| Letter sent to surrounding property owners | n/a |

**SUBCOMMITTEE REVIEW (if applicable)**

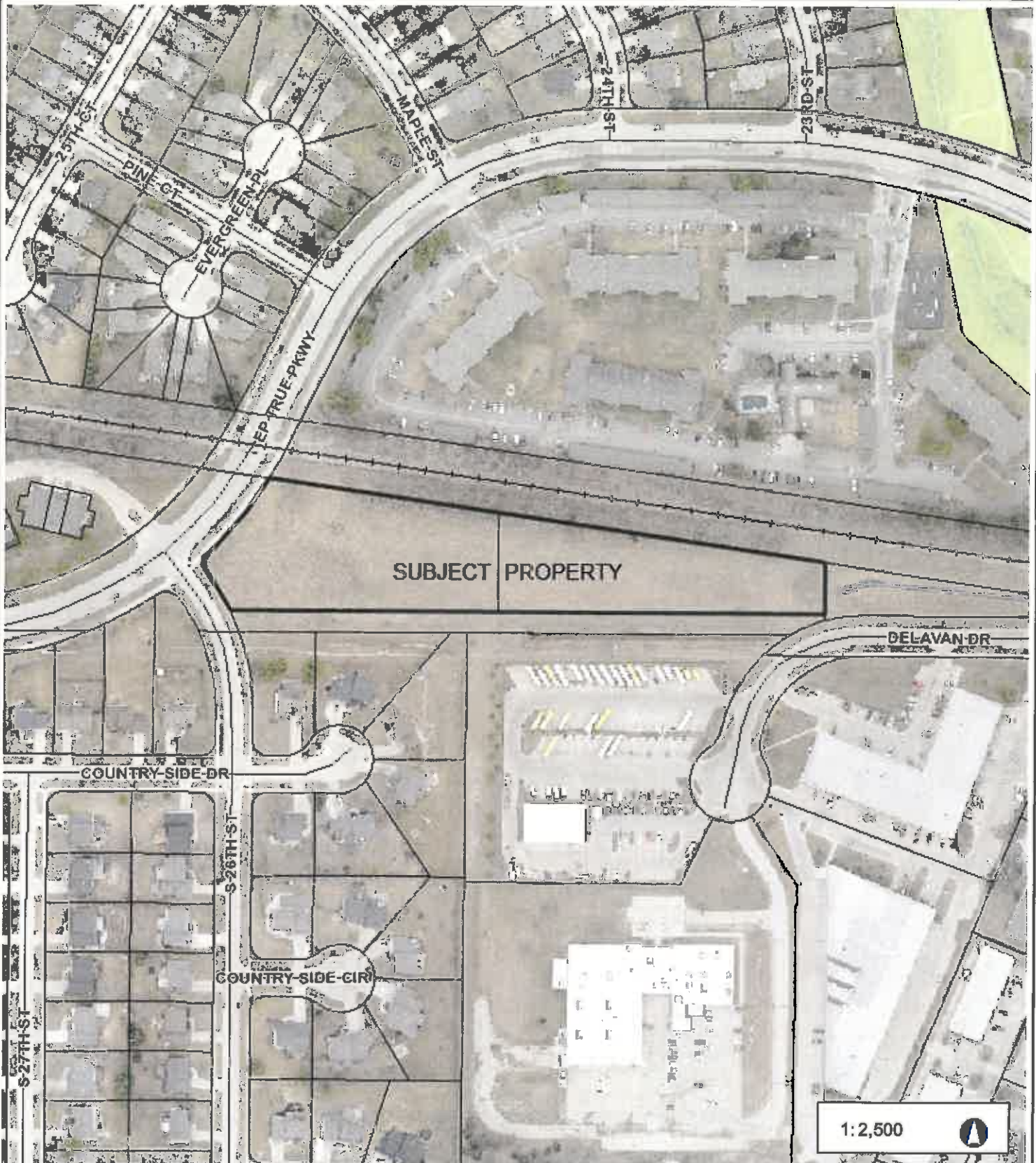
|                |   |
|----------------|---|
| Committee      |   |
| Date Reviewed  |   |
| Recommendation | Yes <input type="checkbox"/> No <input type="checkbox"/> Split <input type="checkbox"/> |

**ATTACHMENTS:**

Exhibit I

Location Map

## Delavan Townhomes



416.7 0 208.33 416.7 Feet

NAD\_1983\_StatePlane\_Iowa\_South\_FIPS\_1402\_Feet  
© City of West Des Moines, Iowa

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regarding the accuracy or completeness of the data provided  
herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

Date: September 8, 2015

**ITEM:** Paradise Pointe, NW corner of S. 64<sup>th</sup> Street and Mills Civic Parkway – Amend Paradise Pointe Specific Plan language to allow projecting signs – Jordan Creek Investments – ZC-002821-2015

**MOTION:** Refer to Plan and Zoning Commission

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Jordan Creek Investments, is requesting an amendment to the Paradise Pointe Specific Plan language to allow projecting signs on property located at the northwest corner of S. 64<sup>th</sup> Street and Mills Civic Parkway. While the proposed amendment is to accommodate the desired signage of a new tenant, Firebirds Wood Fire Grill, in the multi-tenant building under construction, the proposed amendment would allow such a sign on any establishment within the Paradise Pointe development.

A projecting, or blade sign is defined as a sign, which projects (typically perpendicular) a minimum of one foot (1') from and is supported by a wall of a building or structure other than an awning, marquee or wall sign. The signs for Bar Louie in the Jordan Creek Town Center and Taco John's on Grand in the Val-Gate District are examples of projecting signs. While City Code restricts the use of Projecting Signs to only the Business Park, Light Industrial and General Industrial zoning districts, upon request specific allowances have been granted for use at Jordan Creek Town Center and the developments within the Town Center Overlay District.

At this time the petitioner is requesting the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request pending on this site. The initiation of the request responds to the due process rights of the petitioner.

**RECOMMENDATION:** Staff recommends initiation of the Rezoning Request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Kevin Wilde, Sign and Zoning Administrator *KW*

**Staff Reviews:**

|                        |  |
|------------------------|--|
| Department Director    |  |
| Appropriations/Finance |  |
| Legal                  |  |
| Agenda Acceptance      |  |

**PUBLICATION(S) (if applicable)**

|  |     |
|--|-----|
| Published In                               | n/a |
| Date(s) Published                          | n/a |
| Letter sent to surrounding property owners | n/a |

**SUBCOMMITTEE REVIEW (if applicable)**

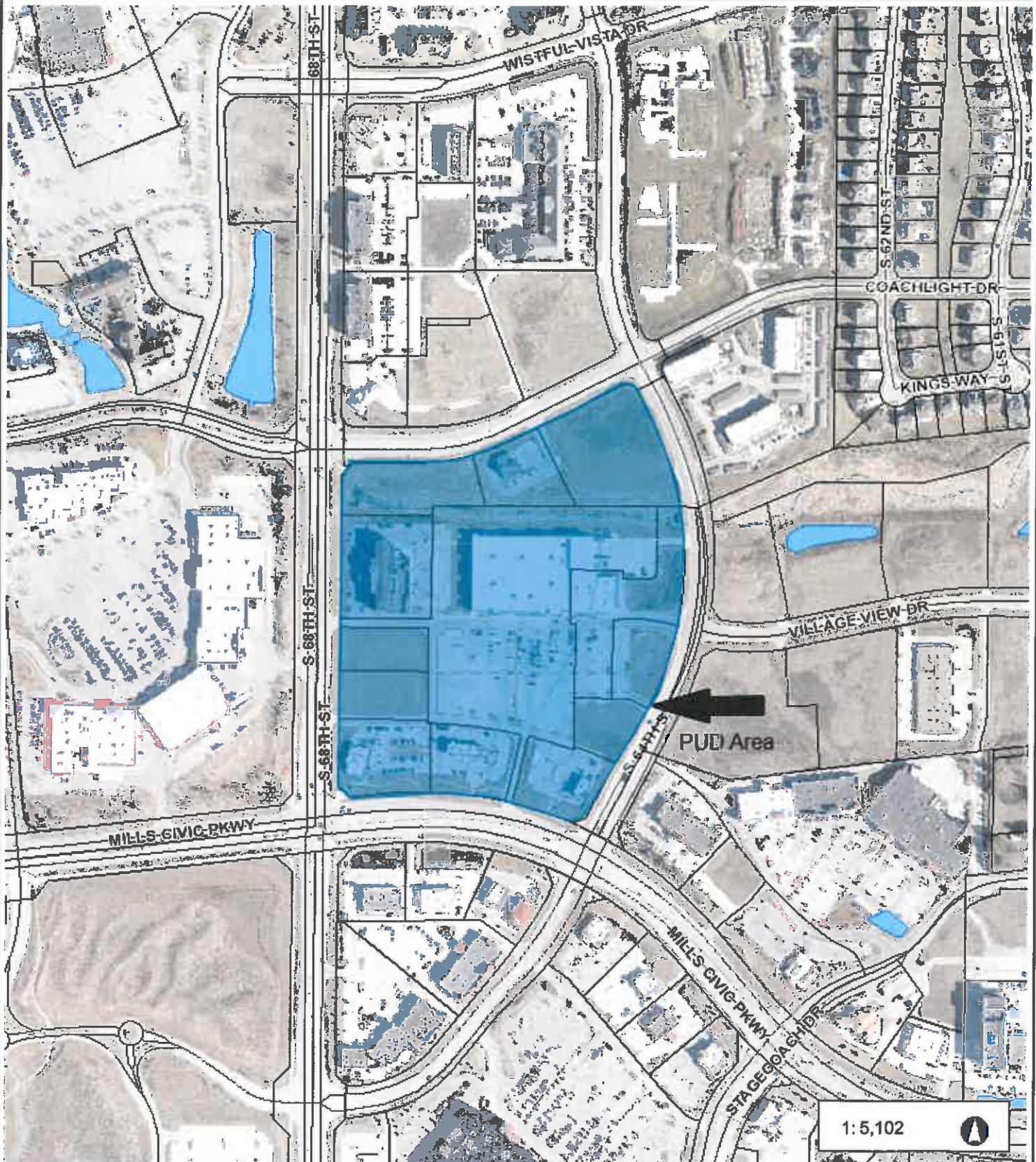
|                |                              |                             |                                |
|----------------|------------------------------|-----------------------------|--------------------------------|
| Committee      | n/a                          |                             |                                |
| Date Reviewed  | n/a                          |                             |                                |
| Recommendation | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

**ATTACHMENTS:**

Exhibit I - Location Map



# My Map



850.3 0 425.14 850.3 Feet

NAD\_1983\_StatePlane\_Iowa\_South\_FIPS\_1402\_Feet  
© City of West Des Moines, Iowa

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**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 8, 2015**

**ITEM:** 1<sup>st</sup> Street and Grand Avenue Redevelopment, SW corner of 1<sup>st</sup> Street and Grand Avenue – Establish a Planned Unit Development (PUD) for Commercial Redevelopment – John Mandelbaum – ZC-002834-2015

**MOTION:** Refer to Plan and Zoning Commission

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, John Mandelbaum, has submitted an application to establish a Planned Unit Development (PUD) for commercial redevelopment of the property located at the southwest corner of 1<sup>st</sup> Street and Grand Avenue. This property is located within the Val-Gate District. Establishment of a PUD is used for properties within the District to provide a means for redevelopment that otherwise would be impossible due to the setback and bulk regulations of the applicable Community Commercial (CMC) Zoning District. Subdivision plats were completed and all of the properties within this area developed prior to the establishment of the CMC zoning district, thus they do not comply with today's standards. The current redevelopment plan calls for the True Value and Blue Tomato buildings to remain, but all other buildings within the project area to be torn down and replaced. Planned Unit Developments (PUDs) were used in the redevelopment of the Taco John's, Fareway, West Bank and Casey sites within the Val-Gate District.

At this time the petitioner is requesting that the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request or the project pending on this site. The initiation of the request merely responds to the due process rights of the petitioner.

**RECOMMENDATION:** Staff recommends initiation of the rezoning request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Linda Schemmel and Brian Portz, Case Planners *BP LS*

**STAFF REVIEWS:**

|                        |  |
|------------------------|--|
| Department Director    |  |
| Appropriations/Finance |  |
| Legal                  |  |
| Agenda Acceptance      |  |

**PUBLICATION(S) (if applicable)**

|  |     |
|--|-----|
| Published In                               | n/a |
| Date(s) Published                          | n/a |
| Letter sent to surrounding property owners | n/a |

**SUBCOMMITTEE REVIEW (if applicable)**

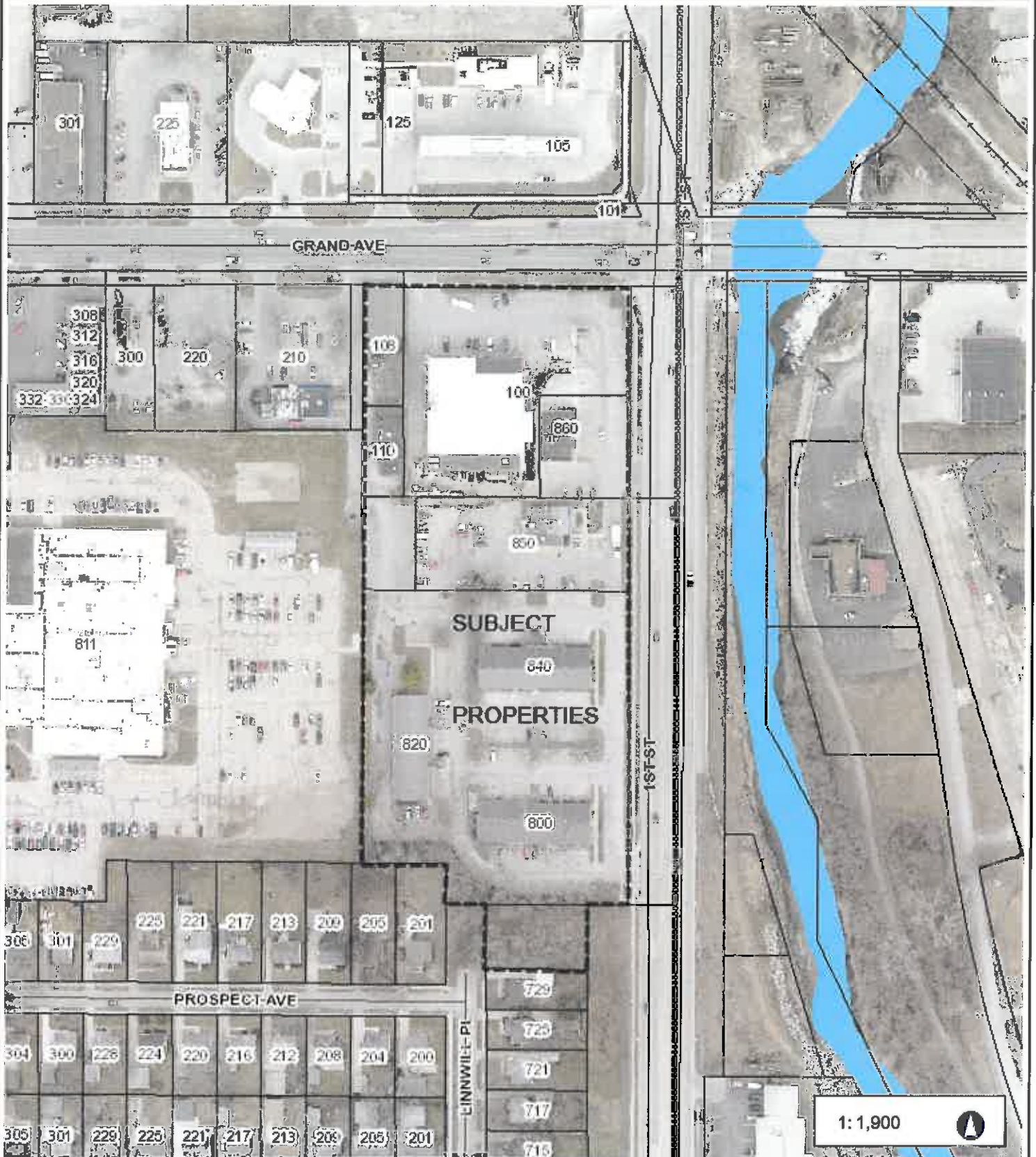
|                |   |
|----------------|---|
| Committee      |   |
| Date Reviewed  |   |
| Recommendation | Yes <input type="checkbox"/> No <input type="checkbox"/> Split <input type="checkbox"/> |

**ATTACHMENTS:**

Exhibit I      Location Map



# 1st Street and Grand Avenue Redevelopment



316.7 0 158.33 316.7 Feet

NAD\_1983\_StatePlane\_Iowa\_South\_FIPS\_1402\_Feet  
© City of West Des Moines, Iowa

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

**CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION**

**DATE: September 8, 2015**

**ITEM:** Westport, 33346 'V' Court – Rezone property from 'Unzoned' to R-1, Single Family Residential – Westport Development, LLC – ZC-002803-2015

**MOTION:** Refer to Plan and Zoning Commission

**FINANCIAL IMPACT:** Undetermined.

**BACKGROUND:** The applicant, Westport Development, LLC, has submitted an application for approval to rezone property located at 33346 'V' Court from 'Unzoned' to Single Family Residential (R-1) for the development of approximately 140 single family detached residential lots. The property is situated at the far western boundary of the City, just north of Mills Civic Parkway. The property was recently annexed into the City. In conjunction with the rezoning request, a Comprehensive Plan Land Use Map Amendment is also being requested to eliminate the Office and Medium Density Residential land use designated on the eastern half of the property in favor of establishing Single Family Residential land use across the entire property. Staff will be reevaluating the land uses for the larger area north of Mills Civic Parkway and west of Grand Prairie Parkway in the near future. Staff is comfortable with the application of Single Family Residential as proposed by the applicant. The Engineering Division has evaluated the street network for the area and will be recommending changes to the Ultimate Streets Map. The proposed development fits with the street network that the Engineering Services Department will be recommending.

At this time the petitioner is requesting that the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request or the project pending on this site. The initiation of the request merely responds to the due process rights of the petitioner.

**RECOMMENDATION:** Staff recommends initiation of the rezoning request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Brian Portz, Case Planner *BP*

**STAFF REVIEWS:**

|                        |                               |
|------------------------|-------------------------------|
| Department Director    | <i>[Signature]</i>            |
| Appropriations/Finance | <i>[Signature]</i>            |
| Legal                  | <i>[Signature]</i>            |
| Agenda Acceptance      | <i>[Signature]</i> <i>RTJ</i> |

**PUBLICATION(S) (if applicable)**

|  |     |
|--|-----|
| Published In                               | n/a |
| Date(s) Published                          | n/a |
| Letter sent to surrounding property owners | n/a |

**SUBCOMMITTEE REVIEW (if applicable)**

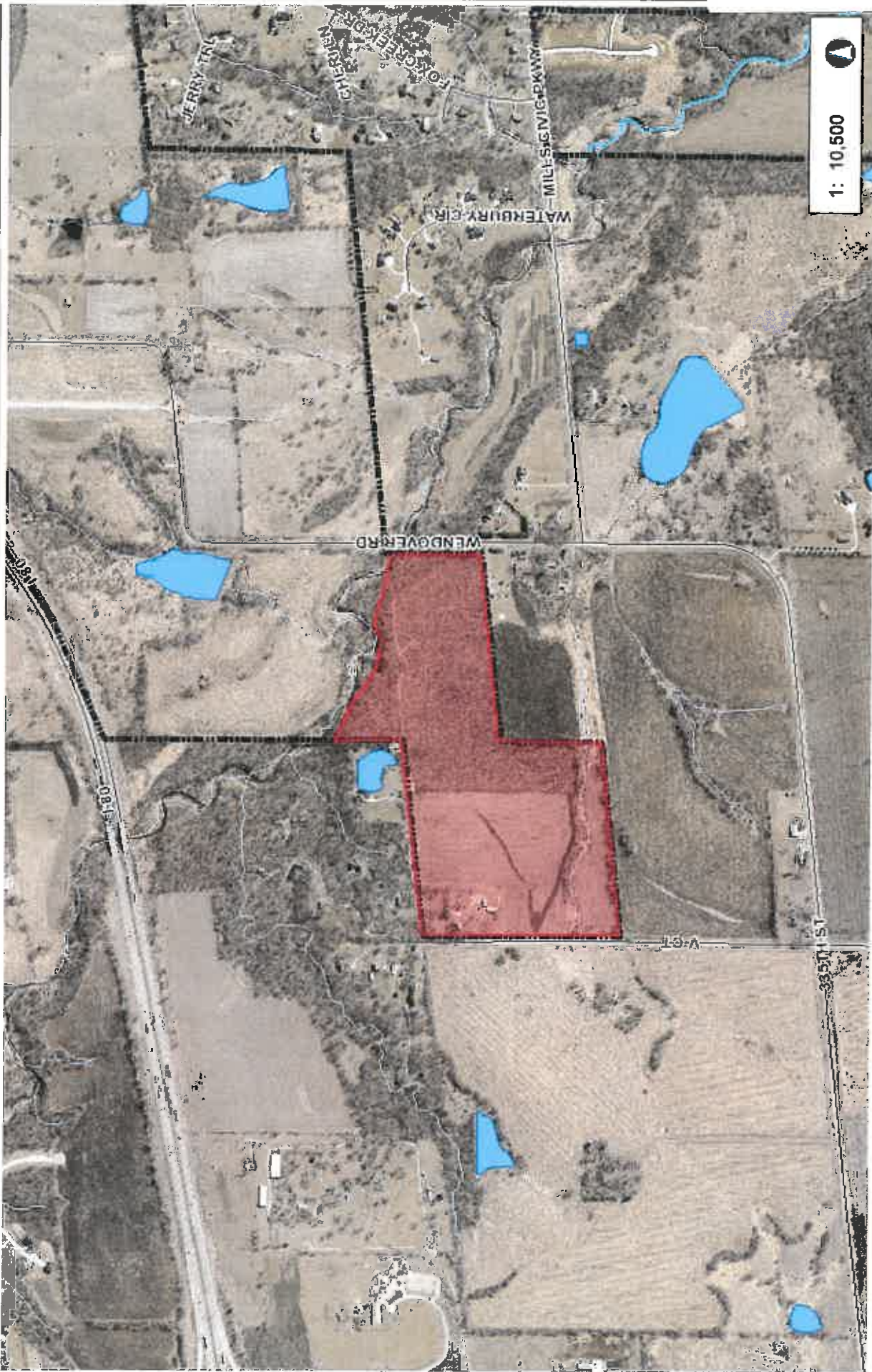
|                |   |
|----------------|---|
| Committee      |   |
| Date Reviewed  |   |
| Recommendation | Yes <input type="checkbox"/> No <input type="checkbox"/> Split <input type="checkbox"/> |

**ATTACHMENTS:**

Exhibit I      -      Location Map



# Westport



1: 10,500



NAD\_1983\_StatePlane\_Iowa\_South\_FIPS\_1402\_Feet  
© City of West Des Moines, Iowa

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:** Lucas Casey- Resignation from  
Civil Service Commission - Receive and File

**DATE:** September 8, 2015

**FINANCIAL IMPACT:** None

**BACKGROUND:** Lucas Casey has submitted a letter of resignation from the Civil Service Commission, effective immediately. The Mayor and City Council appreciate the time he has devoted to the Board.

**OUTSTANDING ISSUES** (if any): None

**RECOMMENDATION:**

Receive and File Letter of Resignation.

**Lead Staff Member:** Ryan T. Jacobson, City Clerk

*RTJ*

**STAFF REVIEWS**

|                        |                              |
|------------------------|------------------------------|
| Department Director    | Ryan T. Jacobson, City Clerk |
| Appropriations/Finance |                              |
| Legal                  |                              |
| Agenda Acceptance      | <i>RTJ</i>                   |

**PUBLICATION(S)** (if applicable)

|                    |  |
|--------------------|--|
| Published In       |  |
| Dates(s) Published |  |

**SUBCOMMITTEE REVIEW** (if applicable)

|                |     |    |  |
|----------------|-----|----|--|
| Committee      |     |    |  |
| Date Reviewed  |     |    |  |
| Recommendation | Yes | No |  |

## Jacobson, Ryan

---

**From:** Lucas Casey <lcasey@grandview.edu>  
**Sent:** Tuesday, August 25, 2015 1:03 PM  
**To:** Gaer, Steven  
**Cc:** Jacobson, Ryan; Dodge, Jane  
**Subject:** Employment Change - Civil Service Commission Resignation

Mr. Mayor,

I've just accepted an offer to begin a new position at ABC 5 in West Des Moines (Digital News Editor and Political Producer). Because of the Civil Service Commission's regular dealing with confidential employment material, I anticipate many conflicts of interest as a member of the media and, therefore, must resign my position.

I intend to participate in this week's scheduled meeting of the Commission (Thursday, August 27) both to ensure we have a quorum and to formally submit my resignation. I will begin my new position at Local 5 after Labor Day.

During the past two years, I have enjoyed the work on the Commission as well as the connections I've made with city staff and others involved in West Des Moines city government. Thank you for the appointment and the opportunity to serve my community. Please let me know if I can be any help soliciting interest to fill my vacated seat.

Sincerely,  
Lucas Casey

**Lucas J. Casey | Grand View University**  
Assistant to the President | Director of Community Relations  
Office: 515-263-6195 | Cell: 515-745-6545 | [www.GrandView.edu](http://www.GrandView.edu)